# TRANSCRIPT OF RECORD

## SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1941

No. 622

THOMAS W. HOLLAND, ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, PETITIONER

vs.

A. H. BELO CORPORATION

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI FILED SEPTEMBER 16, 1941
CERTIORARI GRANTED OCTOBER 27, 1941

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vs.

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## CAPTION

BE IT REMEMBERED, that at a regular term of the United States District Court in and for the Northern District of Texas, begun and holden at Dallas, Texas, on the 13th day of January, A. D. 1941, and which said term adjourned on the 22nd day of March, A. D. 1941, the Honorable Wm. H. Atwell, United States District Judge for the Northern District of Texas, presiding, the following proceedings were had and the following cause came on for trial and was tried, to-wit:

| | |
|---|---|
| Philip B. Fleming, Administrator of the Wage and Hour Division, United States Department of Labor, Plaintiff, vs. A. H. Belo Corporation, Defendant. | CIVIL ACTION No. 308 |

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## COMPLAINT

Filed August 12, 1940

1.

Plaintiff brings this action to enjoin defendant from violating the provisions of Section 15(a)(1) and 15(a)(2), of the Fair Labor Standard Act of 1938 (Act of June 25, 1938), c. 676, 52 Stat. 1060; U.S.C., Title 29, Sec. 201 *et seq.*), hereinafter called the Act.

II.

Jurisdiction of this action is conferred upon the Court by Section 17 of the Act.

III.

Defendant is, and at all times hereinafter mentioned was, a corporation organized under and existing by virtue of the laws of the State of Texas, having its principal office and place of business in the City and County of Dallas, Texas, within the jurisdiction of this Court, and is, and at all times hereinafter mentioned was, engaged at its said place of business in Dallas in the receipt, handling, distribution, and transmission of news, intelligence, and communications in interstate commerce, in the operation in interstate commerce of a radio broadcasting station known as WFAA, and in the production, publication, sale, and distribution of certain newspapers and other periodicals. The newspapers and other periodicals produced, published, sold and distributed by the defendant, as aforesaid, consist of The Dallas Morning News, a daily newspaper, of which more than 100,000 copies are sold daily, The Semi-Weekly Farm News, of which more than 100,000 copies of each issue are also sold, and the Texas Almanac and Industrial Guide.

At all times hereinafter mentioned defendant has employed and is employing approximately 600 employees in and about its said place of business in Dallas, Texas, in the receipt, handling, distribution, and transmission, of news, intelligence and communications in interstate commerce, in the operation in interstate commerce of said radio station, and in the production and publication of newspapers and other periodicals all as aforesaid, and in processes and occupations necessary thereto. The goods produced in the said place of business are made of materials, substantial quantities of which are purchased and transported in interstate commerce from and through states other than the State of Texas to the said place of business in the State of Texas, and an unsegregated part of the goods produced by the said employees in the said place of business have been and are being produced for interstate commerce and have been and are being sold, transported, shipped and delivered in interstate commerce

from the said place of business in the State of Texas to, into, and through states other than the State of Texas.

IV.

During the period beginning October 24, 1938, the effective date of Section 7(a)(1) of the Act, and continuously through October 23, 1939, defendant employed certain of its aforesaid employees, who were engaged in interstate commerce and in the production of goods for interstate commerce, all as aforesaid, for workweeks longer than forty-four (44) hours, and did fail and refuse to compensate the said employees for their employment in excess of forty-four (44) hours in such workweeks at rates not less than one and one-half times the regular rates at which they were employed; and, during the period beginning October 24, 1939, the effective date of Section 7(a)(2) of the Act, and continuously to the date hereof, defendant has employed certain of the aforesaid employees, who were engaged in interstate commerce and in the production of goods for interstate commerce, all as aforesaid, for workweeks longer than forty-two (42) hours, and has failed and refused to compensate the said employees for their employment in excess of forty-two (42) hours in such workweeks at rates not less than one and one-half times the regular rates at which they were employed. By employing the said employees for workweeks in excess of the said hours during the said periods without compensating them for their employment in excess of the said hours in such workweeks at rates not less than one and one-half times the regular rates at which they were employed, defendant has violated the provisions of Sections 7 and 15(a)(2) of the Act.

V.

During the period beginning on or about October 24, 1938, and continuously to the date hereof, defendant has sold, shipped, delivered, transported, and offered for transportation in interstate commerce from its said place of business in Dallas, Texas, to, into, and through states

other than the State of Texas, goods produced in its said place of business in the production of which many of its employees were employed in violation of Section 7 of the Act, as alleged in paragraph V hereof. By selling, shipping, delivering, transporting, and offering for transportation in interstate commerce, as aforesaid, the said goods so produced, defendant has violated and is violating the provisions of Section 15(a)(1) of the Act.

VI

Defendant has, since the effective date thereof, continuously violated the aforesaid provisions of the Act and threatens and intends to continue to violate the said provisions unless enjoined and restrained by a judgment of this Court.

VII.

A judgment enjoining and restraining the violations hereinabove alleged is specifically authorized by Section 17 of the Act.

WHEREFORE, plaintiff demands judgment enjoining and restraining defendant, its officers, agents, servants, employees and attorneys, and all persons acting or claiming to act in its behalf and interest, from violating the provisions of Section 15(a)(1) and 15(a)(2) of the Act, both permanently and during the pendency of this action, and such other and further relief as may be necessary and appropriate.

Gerard D. Reilly,
Solicitor.

Post Office Address:

c/o Wage and Hour Division
U.S. Department of Labor
620 Wilson Building
1621 Main Street
Dallas, Texas

or

c/o Wage and Hour Division

Irving J. Levy
Assistant Solicitor in
Charge of Litigation

Llewellyn B. Duke,
Regional Attorney

George B. Searls,
Attorney

U.S. Department of Labor
Washington, D. C.

Robert W. Richard,
Asst. Atty.
Wage and Hour Division
United States Department
of Labor
Attorney for Plaintiff.

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No. 308

DISTRICT COURT OF THE UNITED STATES

Northern District of Texas

Philip B. Fleming, Administrator of the Wage and Hour Division, United States Department of Labor

v.

A. H. Belo Corporation

SUMMONS IN CIVIL ACTION

Returnable not later than 20 days after service.

Llewellyn B. Duke
Wage and Hour Division
Wilson Building,
Dallas, Texas
Attorney for Plaintiff.

Filed 15 day of Aug
1940 at 11:15 o'clock A. M.
Geo. W. Parker, Clerk
By - Ramelle Paul, Deputy

RETURN OF SERVICE OF WRIT

I hereby certify and return, that on the 12th day of August 1940, I received the within summons at Dallas, Texas and executed same at Dallas, Texas August 12th, 1940, by delivering to A. H. Belo Corporation by deliv-

ering a copy of the within Summons and a copy of the Complaint to E. M. Dealey President of said Corporation at his office in the News Building in person at 4:45 P. M.

Marshal's Fees, Service 2.00.

J. R. Wright
United States Marshal.

By Rufus H. Pevehouse
Deputy United States Marshal.

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Summons in a Civil Action

DISTRICT COURT OF THE UNITED STATES

For the Northern District of Texas
Dallas Division

Civil Action File No. 308

Philip B. Fleming, Administrator of the Wage and Hour Division, United States Department of Labor
Plaintiff,

v.

A. H. Belo Corporation
Defendant.

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve upon Llewellyn B. Duke, plaintiff's attorney, whose address is 620 Wilson Building, Dallas, Texas, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by

default will be taken against you for the relief demanded in the complaint.

Geo. W. Parker
Clerk of Court.
Ramelle Paul
Deputy Clerk.
Seal of Court.

(SEAL)

Date: August 12, 1940

Note: This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

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Filed August 29, 1940.

## ANSWER OF DEFENDANT
### A. H. Belo Corporation

Now comes A. H. Belo Corporation, defendant herein, and in answer to plaintiff's complaint respectfully shows to the court as follows:

I.

Defendant admits the allegations of paragraph II of said complaint to the effect that this court has jurisdiction of this action.

II.

Answering paragraph III of said complaint, defendant admits that it is a Texas corporation and has its principal office at Dallas, Dallas County, Texas. It admits that it is engaged in the operation of a radio broadcasting station known as WFAA and in the publication, sale, and distribution of certain newspapers and other periodicals and that it has approximately six hundred employees. Defendant admits that it publishes the Dallas Morning News, a daily newspaper of which more than 100,000 copies are sold daily, the Semi-Weekly

Farm News, of which more than 100,000 copies of each issue, are sold, and the Texas Almanac and Industrial Guide. Defendant denies that any substantial portion of the circulation of these periodicals is in interstate commerce and avers in that connection that they are principally and mainly intrastate publications; that at least 97 per cent of the circulation of the Dallas Morning News is within the State of Texas and not more than 3 per cent without the State of Texas; that at least 90 per cent of the circulation of the Semi-Weekly Farm news is within the State of Texas and not more than 10 per cent without the State of Texas; that the Texas Almanac and Industrial Guide is usually published at intervals of every alternate year and its circulation and activities are almost entirely confined to the State of Texas and to purely intrastate matters. Defendant admits that it purchases substantial quantities of materials for use in the production of its goods without the State of Texas and transports the same from and through other states into the State of Texas. Defendant denies the allegations of said paragraph III of the complaint except as they coincide in detail with the admissions and averments hereinabove set forth in this paragraph.

III.

Defendant denies the allegations contained in paragraph IV of said complaint.

IV.

Defendant denies the allegations of paragraph V of said complaint save and except insofar as they coincide in detail with the admissions and averments heretofore set forth in paragraph II hereof.

V.

Defendant denies the allegations contained in paragraph VI of said complaint.

VI.

Defendant denies the allegations contained in paragraph VII of said complaint.

VII.

Further answering said complaint, defendant avers as follows: At and prior to the effective date of the Fair Labor Standard Act of 1938, defendant was paying its employees on a weekly salary basis. With the possible exception of a few office boys, it was paying each of such employees as much or more than the minimum wages prescribed by said Act. Defendant considered it to the best interests of itself and its employees to continue payment on such basis insofar as it could do so in conformity with said Act. Defendant gave due consideration to said Act with the purpose of conforming fully to its requirements irrespective of the question of its constitutionality and of its applicability to defendant or to its employees. With this end in view, defendant established a basic rate of pay for each of its employees with provision for payment for overtime work performed at a rate of not less than one and one-half times such basic rate of pay and with a guarantee that aggregate pay each week for regular work and for overtime work performed would amount to not less than a certain definite fixed sum. This arrangement was consummated by contract between defendant and each of its employees; it has been adhered to since the effective date of said Act; it is satisfactory to defendant, and insofar as defendant know, or ever has heard except from one G. C. Street, Jr., and other persons purporting to represent plaintiff, is satisfactory to each and all of defendant's employees. However, after such arrangement had been established and had been in force and effect for more than a year, said G. S. Street, Jr., plaintiff's Regional Director at Dallas, Texas, and other persons purporting to represent plaintiff and professing to act in consequence of the complaint of, and in behalf of, some unnamed employee of the defen-

dant, advised defendant that said arrangement under which it was paying its employees was in violation of said Act, in that the arrangement, while admittedly assuring a wage for regular time in excess of the prescribed minimum, and while admittedly providing a wage for overtime of at least one and one-half times the agreed hourly wage for regular time, yet was of such terms, in respect of its guarantee of a uniform compensation for such weekly pay period, as, under the Act, to entitle the employees to still further and additional sums, of substantial amount, beyond the limits of the generally undetermined sums which said Street and said other purported representatives of plaintiff demand that defendant pay. Said Street and other purported representatives of plaintiff at the same time demanded that defendant alter its arrangement with its employees by eliminating from such arrangement any guarantee of uniform compensation. For purpose of obtaining a judicial determination of the questions arising out of such advice and demands, defendant, prior to the institution of this suit, filed a suit in this court with the said Street and certain employees of this defendant as defendants, praying for a declaratory judgment on such questions and controversy as defendant understood the same. Defendant, now, in answer to plaintiff's complaint, avers the facts to be as alleged in its complaint in such cause. It attaches a copy of said complaint to this answer, marked Exhibit A, and makes the allegations of said complaint a part of its answer herein, to the same extent and with like effect as if the same were set forth at length herein. Said Street filed a motion to dismiss defendant's complaint in said suit for declaratory judgment on the ground, among others, that this plaintiff and the Attorney General of the United States should have been made parties defendant thereto, and at the same time plaintiff herein filed the present complaint, which raises, as defendant understands, the same questions and controversy as said suit begun by this defendant. Defendant assumes that plaintiff's contention

in this suit is the same as that set forth in the defendant's said former complaint as being the contention of said Street, defendant therein. If such assumption is incorrect, the defendant respectfully asks that plaintiff herein be required to amplify and clarify its complaint herein so as to show in what particular respects defendant has failed to pay to its employees compensation for overtime work as required by said Act.

VIII.

Further answering in said cause, defendant says that it and its employees are not in any event subject to said Fair Labor Standards Act of 1938; that its business is an intrastate business, and that the control and regulation of wages and hours of its employees are not within the control of the United States, either under the Commerce Clause or any other provision of the Constitution of the United States; that said Fair Labor Standards Act of 1938 was not intended to apply to defendant's business and that its application thereto would be without constitutional authority. Defendant particularly claims that by virtue of Section 213 of said Act entitled "Exemptions" it and its employees are specifically exempted from the operation of Section 206 and 207 thereof, it being provided that said sections shall not apply with respect to "any employee engaged in any retailing or servicing establishment, the greater part of whose servicing is in intrastate commerce."

Wherefore, defendant prays that plaintiff recover nothing by his suit, that defendant go hence without day and recover of plaintiff its costs, and in addition, as against the plaintiff, prays for the same relief as in its complaint for declaratory judgment hereinabove referred to and hereto attached.

Adair Dyer,
Locke, Locke, Dyer & Purnell
Attorneys for Defendant,
A. H. Belo Corporation

Service of a copy of the foregoing answer on August 29, 1940 is hereby acknowledged.

Llewellyn B. Duke,
Attorney for Plaintiff.

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Exhibit "A" attached to Defendant's Original Answer.

In the District Court of the United States for the Northern District of Texas at Dallas

A. H. Belo Corporation, Plaintiff,
vs.
G. C. Street, Jr., et al, Defendants.
} Civil Action No. 301.

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## COMPLAINT

1. A. H. Belo Corporation, plaintiff, complains of G. C. Street, Jr., Wilmer W. Truly, Robert Finklea, and Ruth Buckner, defendants, and respectfully represents to the court as follows:

2. This is a suit of a civil nature, and the ground upon which jurisdiction of this court depends is the fact that the matter in controversy arises under a law of the United States, to-wit, an act of the 75th Congress of the United States enacted at its third session, being Chapter 676 of Volume 52 of the United States Statutes at Large and being entitled "Fair Labor Standards Act of 1938." Such controversy involves the proper interpretation and application of said Fair Labor Standards Act. As is hereinafter more fully alleged, the matter in controversy in this suit exclusive of interest and cost exceeds the sum or value of $3,000.00. Said Fair Labor

Standards Act is not only a statute of the United States but is also a law of the United States regulating commerce. The controversy is in all respects one of which this court has jurisdiction under Section 24 of the Judicial Code as amended.

3. Plaintiff is a private corporation duly incorporated under the laws of the State of Texas and having its principal office and place of business in the City of Dallas, Dallas County, Texas. It is engaged in the publishing and newspaper business. It publishes The Dallas Morning News, a daily newspaper, the Semi-Weekly Farm News, and the Texas Almanac and Industrial Guide. The Dallas morning News has a daily circulation in excess of 100,000 copies, at least 97 per cent of which are distributed within the State of Texas and not more than 3 per cent without the State of Texas. The Semi-Weekly Farm News also has a circulation in excess of 100,000 copies, at least 90 per cent of which are distributed and circulated within the State of Texas and not more than 10 per cent without the State of Texas. The Texas Almanac and Industrial Guide is published at intervals of usually every alternate year. Its circulation and activities are almost entirely confined to the State of Texas and to purely intra-state matters. Defendant Street is an official of the United States Government and more particularly is an official of the United States Department of Labor and is Regional Director for the district or region within which the City of Dallas, Texas, is located of the Wages and Hours Division of said Department. The regional office is located in the City of Dallas, Dallas County, Texas, and said defendant Street is in full charge of said office and exercises supervision, direction, and control over said office and the employees thereof. Said defendant claims to represent, or to be acting at the instance and on behalf of, some employee of plaintiff whose name is unknown to plaintiff but who has filed with said defendant a complaint to the effect that plaintiff has violated said Fair Labor Standards Act of 1938 in the matter of the amount of wages paid for regular

time worked and for overtime, and said defendant claims that as the representative of said unknown employee or in his official capacity he has the authority and is charged with the duty to compel this plaintiff to alter its employment agreements with its employees and to cease to make payment to its employees of uniform weekly sums, even though the same represent a compensation admittedly in excess of the claimed legal minimum for regular time and a compensation for overtime in excess of the claimed legal minimum for overtime, and to cease to make payments otherwise than on a uniform hourly basis for regular time and a uniform hourly basis for overtime on the theory that the amounts paid in excess of the legal minima constitute increases of basic compensation, entitling the employees to still further sums. The remaining defendants, to-wit, Truly, Finklea and Buckner are employees of plaintiff and are members of the class of all employees who, it is claimed by said defendant Street, are subject to the provisions of said Fair Labor Standards Act of 1938 and who also, it is claimed, are entitled to further and additional compensation under said act for services heretofore performed to plaintiff, all as hereinafter fully set forth. Said defendants are hereinafter called employee defendants and are sued herein individually and as representatives of said class of employees which numbers in all about 200 individuals and are too numerous for all of them to be made parties. As far as this plaintiff knows, none of said employees other than the single employee hereinabove referred to and designated as an unknown employee has made any claim that said act had been violated by plaintiff or has claimed to be entitled to any further compensation under said act for services heretofore performed for plaintiff by said defendants, and said unknown employee has made no such claim directly of the plaintiff, or otherwise than by and through the said defendant Street, but all of said employees are nevertheless interested in the controversy hereinafter described, and said defendants are made parties defendant herein, both individually and as represen-

tatives of said class, in order that plaintiff's method of compensating its employees which has been agreed upon between them as hereinafter set forth may be subjected to adjudication and determination as to its legality and propriety, and in order that plaintiff's rights in the premises may be adjudicated.

4. At and prior to the effective date of said Fair Labor Standards Act, to-wit, on or about October 24, 1938, plaintiff was and for a long time theretofore had been paying each of its employees, with the possible exception of a new office boys, as much as or more than the minimum wages prescribed by said act. Plaintiff was paying said employees, however, on a weekly salary basis and considered it to the best interest of itself and of its employees to continue payment on such basis insofar as it could do so in conformity with said act. After giving due consideration to said act and with the purpose in view of conforming fully thereto, irrespective of questions of the constitutionality of such act and of applicability of such act to this plaintiff or to its employees or to particular classes of its employees, plaintiff on or about October 22, 1938, established a basic rate of pay or wages for each of its employees at a stated amount per hour for regular time. In no case was such basic rate of pay less than the minimum rate of pay provided for by said Fair Labor Standards Act of 1938. During the first year after the effective date of said act said basic rate of pay was made applicable to a basic period including the first 44 hours of work performed by any such employee during any week. During the second year said basic period was made 42 hours, and during the third year 40 hours, all as contemplated by said act. For overtime work performed over and above the basic period during any week, each of said employees was to be paid at a rate per hour not less than one and one-half times said basic rate, and such additional amount, if any, as would be requisite to make his aggregate compensation for regular work and overtime work during each pay period not less than a certain definite fixed amount.

Such definite fixed amount so guaranteed varied in the case of different employees, as did also the basic rates of pay. Concurrently with the establishment of said arrangement as to wages and hours, plaintiff and each of its employees entered into a written agreement or contract setting forth the same. A copy of the form of said agreement or contract is attached hereto and marked "Exhibit A" and made a part hereof.

5. Defendant Street as hereinabove set forth purports and claims to be an official of the United States Government and of the Wages and Hours Division of the Department of Labor, having the right and charged with the duty and responsibility to enforce in that region of the United States within which the City of Dallas, Texas, and the place of business of this plaintiff is located, said Fair Labor Standards Act of 1938. Said defendant claims that as a matter of fact plaintiff is not complying with said act, but has violated the same and continues to violate the same. Said defendant claims particularly and has advised plaintiff that the arrangement and contract under which plaintiff's employees have been employed and paid since the effective date of said act as hereinabove set forth is in violation of said Fair Labor Standards Act of 1938 and does not comply with the requirements thereof. Said defendant claims and has advised plaintiff that plaintiff has no right to make any arrangement with its employees whatsoever which will result in uniform compensation for each pay period; that under said act plaintiff is obligated not only to pay a stipulated hourly compensation for regular time, that is, the first 44 hours per week for the first year and the first 42 hours per week for the second year, etc., but also must establish and maintain a uniform compensation per hour for overtime. Said defendant claims that by reason of having paid this guaranteed weekly minimum sum the plaintiff has increased the basis of its compensation to such extent that it is liable to pay a larger sum of its employees for past work and is continuously liable to pay a sum greater than that agreed.

The interpretation of said Fair Labor Standards Act of 1928 insisted upon by said defendant Street and its application to the arrangement which plaintiff has with each and all of its employees affected as to hours to be worked and the rates at which such work is to be paid for as hereinabove set forth is directly contrary to plaintiff's interpretation of said law and its application to said arrangement. Such interpretation is also foreign to and different from the intention of plaintiff and its employees at the time said arrangement was established and the contract hereinabove referred to entered into. It was the intention of plaintiff, which was well and fully understood and concurred in by each and all of its employees to establish as the basic rate for each such employee that rate of pay designated in the contract with him, being not less than the minimum hourly wage prescribed by the act, upon which wages for regular time work should be computed; that compensation for overtime should be computed on a basis of not less than one and one-half times the basic hourly wage with the guarantee that the aggregate should amount to a predetermined sum. As plaintiff interprets said act, even if the same be applicable to its employees, it merely fixes a minimum hourly compensation for regular time and a minimum compensation for overtime in relation to the hourly compensation for regular time and leaves an employer free to make greater payments without violating the act and without a real liability on the employer's part for yet additional sums not contemplated or promised.

6. Defendant Street, in pursuance of his interpretation of said act and its application to this plaintiff and its employees as hereinabove set forth, has claimed and still claims that this plaintiff is indebted to its said employees for additional wages for regular time and for overtime work heretofore performed in an aggregate sum far in excess of $3,000.00. Said defendant takes the position and has stated to plaintiff that it is his duty to cause legal proceedings to be instituted and prosecuted against plaintiff on account of such alleged violations. Said defendant has threatened and still threatens that if

plaintiff does not alter said arrangement in regard to the payment of wages and does not make restitution to its employees for back wages as recommended and demanded by said defendant that he will cause such legal proceedings to be instituted against plaintiff, the exact nature of which plaintiff does not know. Said defendant has also threatened and still threatens to induce one or more of plaintiff's employees to institute suit against plaintiff for such additional wages claimed to be due on behalf of such employee or employees and all other employees of the class hereinabove referred to and has stated to plaintiff that he can and will cause such suit to be instituted and prosecuted against plaintiff. If such suit should be instituted by such employee or employees, plaintiff would be greatly hampered and injured in its business to its damage in a sum of more than $3,000.00.

7. Plaintiff claims also, contrary to the contentions of defendant Street, as hereinabove set forth, that it and its employees are not subject to said Fair Labor Standards Act of 1938; that its business is an intra-state business; that the control and regulation of the wages and hours of its employees are not within the power of the Congress of the United States, either under the commerce clause or any other provision of the Constitution of the United States; that said Fair Labor Standards Act of 1938 was not intended to apply to plaintiff's business and that its application thereto would be without constitutional authority. Plaintiff particularly claims that by virtue of Section 213 of said act entitled "Exemptions", it and its employees are specifically exempted from the operations of Sections 206 and 207 thereof, it being provided that said sections shall not apply with respect to: "Any employee engaged in any retailing or servicing establishment the greater part of whose selling or servicing is in intra-state commerce."

8. Plaintiff avers that there now exists actual controversies between plaintiff and defendants in regard to the proper interpretation of the Fair Labor Standards Act of 1938 and its application to this plaintiff, its bus-

iness, and employees, as hereinabove fully set forth. There is such a controversy as to whether the arrangement under which plaintiff is compensating its employees is in compliance with the act as contended by the plaintiff or in violation thereof as contended by defendant Street. This controversy involves a further question as to whether plaintiff is legally bound to pay its employees as further compensation in addition to sums heretofore paid the amounts which said defendant Street claims is due them and insists be paid them in an aggregate sum in excess of $3,000.00. There is also a controversy between the plaintiff and defendants as to whether said act of Congress is in any respects applicable to plaintiff, its business and employees, and as to whether plaintiff and its employees are exempt from said act as a retail and service establishment the greater part of whose selling and servicing is in intra-state commerce. In regard to these matters plaintiff is entitled to have this court declare the present existing rights and other relations of and by the plaintiff and defendants, and to have such rights and relations declared by virtue of Section 400 of Title 28 of the United States Code Annotated, Judicial Code 274-D. Plaintiff is entitled to have a declaratory judgment and decree entered in this cause under the provisions of said act and to have the rights and liabilities and legal relations of the parties hereto judicially decreed, declared, determined, and fixed. As far as plaintiff knows and believes, neither the employee defendants hereinabove named nor any other employee of plaintiff other than the unknown employee hereinabove referred to, have made any complaint in regard to said arrangement or are in anywise dissatisfied therewith, but the rights of said employees are nevertheless rendered uncertain by the attitude, claims and demands of the defendant Street, and plaintiff is entitled to have such employees made defendants herein and have the legality and propriety of its method of compensating its employees adjudicated and its rights in the premises as between it and its said employees determined.

WHEREFORE, plaintiff prays that this court shall

take jurisdiction of this complaint and of the controversies named existing between the plaintiff and the defendants, that summons may be duly executed and served on the defendants and each of them, and that testimony be taken by the court or under its authority or direction upon the issues herein made as may be necessary to enable the court to declare the rights and other legal relations of the plaintiff and defendants under said Fair Labor Standards Act of 1938 in the respects hereinabove set forth; that the court shall enter a declaratory judgment construing and declaring the rights and obligations of the plaintiff and the defendants and the legal relations existing between plaintiff and the defendants arising out of said Fair Labor Standards Act of 1938 in the respects hereinabove set forth, and with particular reference to the controversy between plaintiff and defendants as hereinabove averred; and that plaintiff have all such different and additional relief as to the court may seem just and proper.

Locke, Locke, Dyer & Purnell

Eugene P. Locke

Adair Dyer

Attorneys for Plaintiff

THE DALLAS MORNING NEWS

Dallas, Texas

October 22, 1938.

The Fair Labor Standards Act which goes into effect on October 24, 1938, provides for the following minimum wages and maximum hours of employment:

First year—25c per hour minimum
44 hours maximum per week

Second year—30c per hour minimum
42 hours maximum per week

Third year—40c per hour minimum
40 hours maximum per week;

except that employees may work more than the number of hours specified above, provided that overtime rates shall be a minimum of one and one-half times the basic rate.

In order to conform our employment arrangements to the scheme of the Act without reducing the amount of money which you receive each week, we advise that from and after October 24, 1938, your basic rate of pay will be _____ cents per hour for the first forty-four hours each week, and that for time over forty-four hours each week you will receive for each hour of work not less than one and one-half time such basic rate above-mentioned, with a guaranty on our part that you shall receive weekly, for regular time and for such overtime as the

necessities of the business may demand, a sum not less than $.....

Very truly yours,

G. B. Dealey
President.

Mr. G. B. Dealey:

This will acknowledge receipt of your letter of October 22nd concerning wages and hours effective October 24, 1938.

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Exhibit A

Transcript of Testimony.
Filed March 17, 1941.

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IN THE

DISTRICT COURT OF THE UNITED STATES

NORTHERN DISTRICT OF TEXAS

DALLAS DIVISION

| | |
|---|---|
| Phillip B. Fleming, Administrator of the Wage & Hour Division, United States Dept. of Labor vs. A. H. Belo Corporation | No. 308 Civil |
| A. H. Belo Corporation vs. G. C. Street, Jr., Wilmer W. Truly, Robert Finklea and Ruth Buckner | No. 301 Civil |

APPEARANCES:

Mr. George B. Searls
Mr. Llewellyn B. Duke and
Mr. Robert W. Richards,

appearing for Wage & Hour Division
United States Department of Labor

Mr. Adair Dyer and
Mr. Maurice E. Purnell of the firm of
Messrs. Locke, Locke, Dyer & Purnell, Dallas, Texas

Appearing for A. H. Belo Corp'n.

Mr. J. C. Muse, Sr., Dallas, Texas,

appearing for defendants Truly, Finklea and Buckner individually and as representatives of the class of employees.

BE IT REMEMBERED, that on the 3rd day of February, A. D., 1941, before Honorable William H. Atwell, United States District Judge, the following pro-

ceedings were had in the above styled and numbered cause:

MR. PURNELL: If Your Honor please, the case you just called, Belo against Street, was consolidated for purposes of trial, with the case of the Administrator against Belo.

Now, the issues in the two cases are largely the same, save for one issue.

In the answer in the Belo against Street suit, which is a suit for a declaratory judgment, the issue has been raised, whether an actual controversy exists, and whether that suit should be dismissed, issues which were presented preliminarily on motion to dismiss and were overruled by Your Honor some few months ago.

Now, Mr. Searls, representing the Administrator, has suggested that that issue of jurisdiction as to the declaratory judgment suit be tried first, or rather that the evidence on that issue from both parties be received first, and perhaps a ruling on that issue be requested before going into the issues affecting the merits of these two suits. If Your Honor sees fit, we would like that method of procedure, because Mr. Locke, who will be a witness on that issue, and that issue alone, is in Dallas for today, for the purpose of testifying in the case, and has an engagement back in Washington to resume a hearing before the Securities & Exchange Commission, which makes it necessary for him to leave this afternoon.

THE COURT: Well, that is all right. Ordinarily the matter having been ruled on, I do not consider it an open question; I have already ruled on the matter, and when it was ruled, the jurisdiction was fixed, at the time of the ruling there was an actual controversy; you cannot change it by some act of other parties. This suit was filed subsequently, a second suit.

MR. PURNELL: That is our view, too, Your Honor.

THE COURT: There is no question about that. I just do not know; after hearing all of the testimony, I might do something else, I do not know, but that is settled, and I am not going to open a judgment again because someone filed a suit afterwards.

MR. DUKE: May it please the court, that was not necessarily what we had in mind. Our position was that Your Honor's ruling on the motion to dismiss was based upon the allegations in the complaint, the face of the complaint, and our position is that the allegations in the complaint would not be sustained by proof.

THE COURT: Well, that may be. I do not know about that, I was not trying to keep from doing it on the testimony. I believe we can go ahead with the program here, and if Mr. Locke wishes to testify, I would be very glad to hear him.

MR. PURNELL: Then we will call Mr. Donosky as our first witness.

* * * * *

TO BE ELIMINATED

(appearing in Original but not to be shown in record on appeal)

PAGE 6

"Beginning sixth (6) line from bottom continuing to middle of page seven (7) to beginning of testimony by M. M. Donosky."

* * * * *

M. M. DONOSKY,

Being first duly sworn, examined in chief by Mr. Purnell, testified as follows:

Q Your name is M. M. Donosky?

A That is correct.

Q You are treasurer of the A. H. Belo Corporation?

A Yes, sir.

Q A. H. Belo Corporation is the publisher of the Dallas Morning News?

A Yes, sir.

Q And the owner and operator of Radio Station WFAA?

A Yes, sir.

Q And in part Radio Station KGKO?

A Yes, sir.

Q And publisher of the semi-Weekly Farm News until the discontinuance of that publication on December 31, 1940?

A Yes, sir.

Q And publisher of the Texas State Almanac and Industrial Guide?

A Yes, sir.

Q Will you state whether you have had occasion to talk with Mr. G. C. Street, who is the Regional Administrator in Dallas of the Wage & Hour Division of the Department of Labor?

A Yes, sir, on several occasions.

Q Will you state approximately when the first occasion for such a talk arose?

A Around the latter part of January or the early part of February, as best I can recall.

Q Shortly after Mr. G. C. Street came to Dallas as Regional Administrator?

A Yes, sir.

Q Regional Director. Will you state how many such talks, as best you can recall, occurred between that date and the date of the filing of this suit of A. H. Belo Corporation against G. C. Street and others?

A Mr. Purnell, it would be hard to state how many, because there were so many with Mr. Street and with other members of that Bureau, I think we talked to about eight or ten people in that Bureau over the period of the past years on different occasions; and, I talked to Mr. Street, I would say at least—at least half a dozen times.

Q Will you state whether the regional di-

rector, Mr. Street, caused an investigation to be made of the wage and hour practices of the A. H. Belo corporation?

A Yes, sir.

MR. SEARLS: I pray your Honor's judgment.

THE COURT: Pardon?

MR. SEARLS: I pray your Honor's judgment on that question as asking for a conclusion.

THE COURT: Well, it is rather conclusive, but we will see where it leads.

Q (BY MR. PURNELL) Will you state whether people purporting to represent the wage and hour division came down to the News offices to ask questions about your wage and hours practices?

A Yes, sir.

Q Will you state when that course of questioning began, roughly?

A The first occasion was Mr. Street's visit, when he came down after telephoning to Mr. Ted Dealey, saying that he wanted to come down and meet the folks on the Dallas News; that he was just moved up here to Dallas and he was invited down. And, I met him on that occasion and in the conversation Mr. Street asked if we were complying with the wage and hour law, and he was told by me that we were, in accordance with the interpretation of our attorneys.

Mr. Street said, "Well, that is fine." And then, the next occasion was shortly thereafter, and Mr. Ross came down.

Q Who is Mr. Ross, or rather, who did Mr. Ross represent himself to be?

A He represented—he handed us his card, and I don't know whether he was an agent or investigator for the Wage & Hour Division of the United States Department of Labor.

Q All right. Did any others, other than Mr. Ross, come down, assuming that capacity?

A After that, yes. Well, Mr. Street came

down several times to discuss the matter, while Mr. Ross was there, and then Mr. Florer came down, and then a Mr. McBroom, I am trying to remember all the names, if I can. Mr. McBroom came down. Mr. Hight came down and Mr. Richards was there on one occasion and Mr. Smythe came down and then we had conferences with Mr. Duke and Mr. Tam Buro.

Q All right, without going into too much detail, what did those people in general do while they were down there?

A Well, Mr. Ross came in to check our payroll records and our time cards. That was the job that he was doing there, and then Mr. Street came down to discuss some of the points, while Mr. Ross was there, and then Mr. Florer came down to check some of the records, and then Mr. McBroom and Mr. Hight came down to check some of the records at different occasions; and then Mr. Richards was down there one time, going into something, I don't know whether Mr. Richards stayed or left someone else there with them, I have forgotten.

Q All right, now, during or after this activity on the part of the gentlemen you have named, was any claim made against A. H. Belo Corporation to you, or in your presence, by anyone with respect to the legality of your wage and hour practices?

A Yes, sir, the claim was made by Mr. Ross, and by Mr. Street to Mr. Moroney and myself, that we were violating the wage and hour law.

Q Now, will you state what was said by Mr. Street and by Mr. Ross on that occasion?

A Well, Mr. Ross wanted to check our time cards and payroll records, and he wanted the instructions that we had issued, and any letters or anything pertaining to the matter all of which we supplied to him, that we had.

We let him have everything that he wanted

there, and he was checking those records, and then he came across the instructions, and said, during the conversation, "Well, here, you are violating the law, you can't—you can't do this."

We were paying our employees on a regular weekly wage basis, all of the employees except the employees who are working under contract with unions, and we wanted to know in what respect and he told us that we could not put into effect—and the same conversation was held with Mr. Street later, because Mr. Street came down the following day, or shortly thereafter, to discuss some of the same points. He said, "You cannot put in a basic hourly rate like this, and then pay weekly wage, without following the details as outlined by the Administration," in substance. The point that he was bringing out was the fact that on these our employees were paid a basic hourly rate, plus time and a half over beyond forty-four hours, the first year, and then there was a bonus added to that, to give a guaranteed weekly wage, and he said that was a violation of the law, and we could not do that.

Q Did he say what the consequences of such law violations were?

A Yes, sir, in the conversation both he and Mr. Street said that we would have to pay to the men—we would have to refund that money to the men or refund to the men that money that he would calculate, and they also pointed out to us the penalties of the law, criminally, although Mr. Street told us once or twice that he was not going to exercise that provision of the law, that that was a criminal provision for violation.

Q Did he point out to you the penalty of the law was liability for restitution to employees for back pay?

A Yes, sir.

Q Did you ask him at any of these occasions,

prior to the filing of the suit, Belo against Street, how it happened this investigation was instituted?

A Yes, sir. In fact, I asked Mr. Ross the question, after he had been there awhile, I said, "Why are you coming down here and checking?" Mr. Street asked us about the same, and we told him we were not violating the law, and we were in compliance with the law and in accordance with the interpretation of our Attorneys, and Mr. Street said, "That is fine, all I wanted to know."

I said, "I just want to know why you are coming down here, I don't just understand."

And he said, "Well," he said, "those are my instructions."

I said, "Do you have any complaint from anyone?"

And his first remark was "No, sir," and afterwards and in further discussions with him, after he had been around there for awhile, I pointed out to him the splendid working conditions, and splendid treatment of our employees, the wages that were away above the minimum the law required.

I said, "Why are you down here? I don't understand it? Why don't you go out and pick on some of these sweat-shops and things, and where they have conditions, according to my understanding the law was supposed to remedy?"

He said, "Well, those are my instructions."

So, a few days thereafter Mr. Street came down, and said, "I want to clear up a misunderstanding around here, I am afraid."

And I said, "What is it about?"

He said, "Well, you folks have the impression I double-crossed you."

And I said, "No, we haven't, Mr. Street, I don't know why you get that impression."

He said, "You wanted to know why, from Ross, we were checking you."

I said, "Well, of course, it is a natural question," or something to that effect.

He said, "We are down here"—he said, "We got instructions to check you."

I said, "Well, have you got any complaint against us?"

Mr. Street said, "Yes."

I said, "Well, who is the complaint from?"

He said, "Well, I can't tell you that." So many times we asked him, he and Mr. Ross, on many occasions who the complaint was from, and they said they couldn't tell us.

Q Now, was it specified that the complaint was from an employee?

A Yes, sir, one of our employees.

Q Did you probe about to find out if you could, to find out who it was?

A I probed about a lot. I tried to find out from a process of elimination.

I said, "What department?" And Street and Ross said I couldn't get to it that way, that they weren't going to give me that information, they couldn't do it.

Q Did talk of that nature with respect to complaint of some unnamed employee occur only once or more than once, during—

A Oh, several times.

Q Was each of those times prior to the institution of this suit?

A Yes, sir.

Q Was it ever prior to the institution of this suit said that such complaint had been withdrawn, or that such claim was not actually received, or anything of that sort?

A No, sir, it never was stated, anything to the contrary by them, and I was anxious to find out, because I hadn't heard of any dissatisfaction from any of our employees, and I am in contact with them all the time, and I think I would have

known if there was any dissatisfaction in any department.

Q Was a figure ever mentioned in these conversations with respect to the amount of liability to employees?

A Yes, sir, they prepared some sheets that they wanted—that is, Mr. Ross and Mr. Street did, ordered and prepared a set of sheets they wanted us to check and go through with them and tell them who we thought were exempt under the law, and they had some calculations there, minimum and maximum.

MR. PURNELL: Now, if Your Honor please, I think we may suspend the examination at that point, in accordance with Mr. Searls' suggestion with the right, of course, to recall this witness on other issues as the case develops.

THE COURT: All right.

MR. PURNELL: Cross examine.

MR. SEARLS: I have no questions at this issue, Your Honor.

MR. PURNELL: We will call Mr. Locke.

EUGENE P. LOCKE,

Being duly sworn, examined in chief by Mr. Purnell, testified as follows:

Q Your name is Eugene P. Locke, and you are attorney for A. H. Belo Corporation?

A Yes.

Q Will you state, Mr. Locke, whether you had occasion to engage in a conference in Washington with Mr. G. C. Street and others, on the question of the wage and hours practices of A. H. Belo Corporation?

A Yes. I have been out of town a great deal of the time, spending a good deal of time in Chicago, and I had had no detailed conferences with Mr. Moroney or Mr. Donosky, but I had heard over the telephone from them, that Mr. Street was

here and examined their records, and made a claim that employment agreement with their employees, and their practice were not in accordance with the interpretation of the act in Washington, and it was desired that we have a general conference here in Dallas regarding the matter.

Well, now, because I was out of town, and because, as I understood, pressure was being brought on Mr. Street by Washington to do something, I said that I was going to be in Washington, and I would communicate with the Wage & Hour Division, and would tell them that there was to be such a conference, and that would relieve the pressure for the time being. And, accordingly, I went to the Wage & Hour Division one day to see a named officer, whose name Mr. Duke, I believe, had given me over the phone.

I hadn't had any conferences with Mr. Street or Mr. Duke, and I explained to the secretary of this person, the person being engaged, that I had been out of town, and that we were to have a conference, and that is the reason there had been no conference.

Now, at a later date, I happened to be—I was in Washington before the Securities & Exchange Commission, and Mr. Street was told that I would be there, and he met me in the Hotel, the Carlton Hotel, in the morning of my arrival at the hotel, and he said he was anxious to take me over to the Wage & Hour Division for a conference. And, I told him I would be very glad to go with him as soon as I had been relieved of the immediate appointment before the Securities & Exchange Commission. I was continuously, throughout the day, with the Securities & Exchange Commission, until, I think, about 5:00 o'clock in the afternoon, and Mr. Street was at the Securities & Exchange Commission at different times during the day, waiting for me to be excused. And, at about 5:00 o'clock we took a

taxi from the Securities & Exchange Commission to the headquarters of the Wage & Hour Division, and I was introduced there to a man whom I think was—had the title of Associate Director; my recollection is his name was Jacobs. He was the chief one in charge, and Mr. Street was there, and then a Mr. Clarence DuBose was there, and then three members of the legal staff, I do not recall the names of the members of the legal staff.

Q Just a minute. Was this conference that you are now speaking of, prior, in point of time, to the filing of the declaratory judgment suit, Belo against Street?

A Yes, it was. It was in the afternoon, as I recall, on Friday, June 28, that this occurred.

Q Now, go ahead, if you will, and say what occurred?

A After introductions and greeting all around, Mr. Jacobs said, "Now, I know Mr. Dealey very well, and I have known the Dallas News for years. I was once employed by the Dallas News, and Mr. DuBose was formerly employed by the Dallas News as a reporter in Dallas or Galveston." I do not remember.

And he said, "We know personally Mr. Dealey, and we know the very fine and generous treatment the News has always given to its employees in the matter of compensation and in the matter of time, and everything, and I want you to know that we would not have conducted this investigation, we would not have done what we have done, or made these demands, if it was not for the fact we had a complaint from an employee of the News."

And I said, "I am rather very much surprised at that, because I did not know there was any complaint, any dissatisfaction. However, I have not had an opportunity to talk to Mr. Donosky, or Mr. Moroney about this, because I have been out of town."

And Mr. Jacobs then said, "Well, maybe I am speaking out of bounds in telling you about that." And the leader of the three members of the legal staff immediately said, "Yes, I think, Mr. Jacobs, you are, it has not been our policy to say anything about the employees' complaints."

He said, "Well, I wanted you to know it."

And Mr. Street said, "Well, I knew that there was a general discussion on the subject and that is the reason I haven't said much about it down there."

Then, as I recall, Mr. Jacobs asked Mr. Street what his investigation showed, and Mr. Street said that he had not completed his investigation, but rather thought the amount of underpaid time for overtime, under the interpretation of the commission, would amount to something like thirty or forty or fifty or sixty thousand dollars, as I recall, it depended on whether employees were exempt and depended on a good many things, and then some questions were asked of me, as I recall—I made no memoranda of this conversation, I had no idea I would have ever to testify about these conversations.

Some questions were asked of me, as I recall, about particular employees, whether they would or would not be exempt under the Act.

Well, I said, "Well, now, I would just like to explain to you how this all happened." And I said, "I don't know about these individual employees, I haven't had a conference about these individual employees, but," I said, "here was this wage and hour act which went into effect, and we had to determine, just before it went into effect, a few days, as I recall, when we were consulted, what should be done."

And I said, "There were no rules anywhere, no interpretations of the act, and here was an act, which we thought was motivated by a desire to prevent sweat-shop conditions, to prescribe

minimum wages, and it was intended primarily for factory workers, but its language is more extensive and applies to more than factory workers and persons who had not previously been employed on an hourly basis."

And, I said, "The attitude of the News was that, irrespective of whether it was engaged in Interstate Commerce, to any extent, so as to subject it to the act, and irrespective of the question of whether particular employees or groups of employees were exempt by the terms of the act, if it could comply with it, without increasing its outgo for its expenses, its payroll; of course, it had to keep that within its income to keep going, it should do it, and wanted to do it."

And, I said, "We came to the conclusion that the act had to do merely with prescribing the minimum wage, and that did not apply to anyone in the News, with the exception of, perhaps, one or two boys, or prescribing overtime compensation of not less than an hour and a half, I mean one and a half times the regular hourly compensation."

Now, I said, "We saw no reason why we had to convert to an hourly basis, we had been paying our men uniform monthly compensation or half-monthly compensation, and that is the basis they liked, it was the basis we liked, it was the basis that brought about the best relations, the best work, but the hours of the business fluctuate, and the business of different employees and groups of employees fluctuate.

"Now, we had to prescribe an hourly wage, that we could prescribe an hourly wage and pay not less than one and a half times that for overtime, and then pay enough additional overtime; not have a regular fixed compensation for overtime, but a minimum of one-and a half times the regular hourly compensation, and enough over to guarantee the employees a certain aggregate com-

pensation at the end of the month, which would be uniform, with the arrangement theretofore existing; I thought that was a compliance with the law."

And, I told him, "I thought so, and I think so now."

I said, "I have tried to keep in touch with all of your announcements, your regulations and decisions."

I said, "We have a labor service," and I said, "I have seen nothing in the Act, and I have seen no regulation, I have seen nothing from your department that interferes with that interpretation."

I said, "Do you contend that the compensation by the month has to be uniform—I mean, that the compensation cannot be uniform by the month or by the day? That it has to fluctuate in accordance with the hours of employment?"

He said, "Yes."

I said, "Do you contend that the compensation for overtime has to be a fixed sum, a regular sum, and that it cannot fluctuate, it will be sometimes more than it is at other times, if at all times it is at least one and a half times the regular wage?"

He said, "Yes."

I said, "Well, now, I haven't seen any announcement, any regulations to that effect." I said, "If you can point me to any language of the statute, or if you can point me to any regulation, or if you can point me to a decision, I would like to know it, because that is contrary to my view of what the statute means."

"Well," he said, "I don't know that we have anything like that." He said, "It has always been our position, has always been the position of the department that that was true." He said, "Maybe we ought to put you on the list of our mailing list for sending all the information that we have."

I told him that I would be very glad if he would do that. I told him I had seen a specifica-

tion of how regular time was to be computed from the standpoint of the department, for the calculation of overtime, and I had seen a statement in an interpretive bulletin, not in the form of a counsel's opinion, but in the form of some rather general statement that had reference to attempts to evade the act, but that I did not consider them applicable here.

And then, this leader of this legal staff said that they had always taken this position, and he said that we were not the only ones that had pursued this practice, but a great many others pursued the practice.

I said, "Has there been any court decision on the matter, anyone bring any suit, and had this question tested anywhere?"

He said, "'No," there had been no court decision, "but," he said, "there is a case now pending at Minneapolis." He said, "In which the precise question was involved."

I then inquired for the style of that case, and the docket number, and I told him I would like to have copies of the pleadings in the case, and I would like to have copies of the briefs in the case, and he then went into the other office for a moment, and then he came back with the statement that he could not give me the style of the case, and he had no copies of the pleadings, and he did not know whether any brief had been prepared. He had no copies of the brief.

After I got home, I got in communication with the clerk, or my office did, and we finally located the case, but there had been no decision in it.

Well, after that had been stated, Mr. Jacobs said, "Well, now, Mr. Locke," he said, "to be perfectly plain, that there is no criminal responsibility on the part of the Belo Corporation, and I want you to know that we have never contemplated any criminal action, it is perfectly plain

there has been no willful violation of the law, they consulted attorneys, and this is your opinion with reference to the matter." And, he said, "What is the attitude of the News about this?"

"Well," I said, "Mr. Jacobs, it is this:" I said, "You know Mr. Dealey very well, and Mr. Dealey doesn't want to have any controversy with the government, he doesn't want to have any litigation at all; his disposition is to get along with the government, and with the Departments of the government."

I said, "If your interpretation of this is what you say, and you tell us that definitely in black and white, that there can't be any uniform compensation by the pay period, there can be no fluctuating compensation for overtime, there must be a certain definite compensation for overtime, and the compensation must fluctuate in accordance with the hours spent, we will do that in the future, we want to comply with the interpretation of a responsible department of the government, of this law."

"But," I said, "We want to tell our men that, they don't want that, and we don't want that, but we do it simply because you tell us that is your interpretation and that should be done."

"But," I said, "we do that"—before I said that, the leader of this legal staff said, "Well, now, Mr. Locke, Mr. Dealey, I assume would not have any objection to a consent decree, would he, on the subject?"

And I said, "Yes, he would."

I said, "We do not admit that this practice is not in strict conformity with the act, we think it is. What we do, we want to do voluntarily, and want to do because you, as a responsible department, say this is your interpretation of the law, and should be done."

And then someone, I think the general counsel, the leader of this legal staff said, "What about

this figure of underpayment of overtime compensation?"

"Well," I said, "if we make this arrangement with the government, we want that to square us with your department."

And the leader of this legal staff said, "Well, now"—I think Mr. Jacobs said, "what about that?"

And the leader of this legal staff said, "I don't think that we could consistently do that, on account of what has occurred with the employees."

And then it was getting rather late, and my recollection is that Mr. Street injected the remark at that stage, and said, "Well, now, I will tell you. My investigation is not complete down there." He said, "Suppose I go back and complete the investigation and then we will have a talk down there, and I will make a full report up here."

And, that was agreed to by everybody, and the conference ended.

Now, my recollection is that was around 6:00 o'clock or a little after 6:00, it may have been 6:30.

Q Now, did it ever come to your attention between that date and the date of the filing of the declaratory judgment suit that Street thereafter renounced any relationship with an unnamed employee?

A No, sir.

Q Did that conference represent the existing situation as you understood it at the time the declaratory judgment suit was filed?

A Yes. I came back with the rather definite understanding that there had to be a litigation about this matter, a litigation about the alleged underpayment for overtime compensation, and the validity of the employment compensation arrangement that was made.

MR. PURNELL: That is all.

MR. SEARLS: No questions, Mr. Locke.

MR. PURNELL: Now it is agreed that Mr. Locke may be excused?

MR. SEARLS: Yes, Mr. Locke may be excused.

J. M. MORONEY,

Being first duly sworn, examined in chief by Mr. Purnell, testified as follows:

Q Your name is J. M. Moroney?

A That is correct.

Q You are secretary of the A. H. Belo Corporation?

A That is correct.

Q And have been for some time?

A Yes.

Q Were, throughout the year 1940?

A Yes, sir.

Q You heard Mr. Donosky's testimony with respect to several conferences or talks with Mr. G. C. Street, Jr.?

A Yes.

Q Were you present at one or more of those talks?

A Yes.

Q Did those talks take place prior to the filing of this suit?

A They did.

Q Did Mr. Street, in any of those talks, make a complaint or a charge against the News as to its wage and hour practice?

A Well, he said he didn't think we were in compliance and our reply was that we thought we were in compliance.

Q Did he say what the consequence of such non-compliance would be?

A Yes, he pointed out the back pay that might have to be paid, and I think you have to pay double, and then he pointed out the criminal statute, the criminal penalties, and I pointed out to

him we were not trying to defy any law, or go against any law, we wanted to comply, and we thought we were.

Q Was he asked in your presence, how it happened that this investigation was instituted?

A Yes.

Q Did he reply to that?

A Yes, I think probably I asked him the question myself, on one or two of the conferences, and he said he had a complaint, or Washington had a complaint, and he was instructed to make an investigation on the matter.

Q Did he say whether the complaint came from an employee or not?

A He said it was an employee.

Q Was he asked who the employee was?

A Yes, we asked him quite often; I did myself on several occasions, hoping maybe we might find out who it was, but he said we would just have to leave it without a name. He just had a complaint.

Q Did he say that in making the investigation he was acting in consequence of that complaint of the employee?

A That is correct, he did.

MR. PURNELL: That is all.

MR. SEARLS: No questions.

MR. PURNELL: Now, if Your Honor please, that includes the evidence that we have on this restricted issue.

MR. SEARLS: If Your Honor please, may I at this time present a motion which is, Your Honor please, in the answer of the defendant Street, to dismiss No. 301 on the ground that the evidence does not show any controversy between the A. H. Belo Corporation and Mr. Street. I understand that Your Honor has already ruled and the motion to dismiss was prepared on the basis of the pleadings that there was no controversy alleged between the plaintiff and Mr. Street

as an official, but that there was a controversy between them, and the individual representative of some employees.

I would like to, if Your Honor please, have that phase of the matter out of the way now.

THE COURT: Yes, I overrule the motion, counsel, in view of your testimony at this time.

All right, call your first witness, now, on this other matter.

MR. PURNELL: Is it Your Honor's desire that we shall go forward?

THE COURT: Well, I think they would have the right to go forward.

MR. PURNELL: I just wanted to see which was Your Honor's desire, for them to go forward.

M. M. DONOSKY,

Being recalled on behalf of G. C. Street, Jr., et al, examined in chief by Mr. Searls, testified as follows:

Q Mr. Donosky?

A Yes, sir.

Q Will you please tell the court who the officials of the A. H. Belo Corporation are?

A Yes, sir. Mr. G. B. Dealey, Chairman of the Board; E. M. Dealey, President; J. M. Moroney, Vice-President and Secretary, I am treasurer and we have a business manager and various other officials down there, and managing editors, and so forth.

Q Now, I believe you have already testified that that corporation has been engaged in publishing the Dallas Morning News and the Semi-Weekly Farm News, haven't you?

A Yes, sir.

Q And the Texas Almanac and Industrial Guide?

A Yes, sir.

Q Yes, sir, and in operating formerly one and now I believe two radio stations?

A One outright, and an interest in the other.

Q One-half, then?

A All right, sir.

Q Now, Mr. Donosky, I show you this, and this one?

A Yes, sir. Let me see the date, in case you ask me about the date.

Q Now, you notice, Mr. Donosky, it is dated October 28, 1938?

A Yes, sir.

Q That is a copy of some instructions that were sent out on that date to the department heads in your business?

A That is correct.

Q To all of the department heads?

A Yes, sir, and that followed the October 28, 1938—I may mention, the law went into effect October 28, 1938, as you know well, of course. We had to work in a hurry, we hadn't gotten any instructions or anything out about the thing, it was rather vague, you know, the details, and we had been conferring with our attorneys and had worked out that contract form, that had already been signed, and we had talked to the Department Heads prior, too, about a week or so prior to the date of that letter, and that letter merely told them about the future handling.

Q This talk that you had with your department heads, that related, did it not, to the—

A To the keeping of the law.

Q To the keeping of time records?

A To the keeping of time records, and the contracts that we were going into with the employees individually, and practices generally, as best we could understand them from our conversations about the law.

MR. SEARLS: Do you wish to see that, Mr. Purnell?

Your Honor, we have here a stipulation between counsel as to the use of certain copies, in

place of original records of the corporation. I should like to offer this stipulation.

THE COURT: That is all right.

(At this time the stipulation above referred to was marked by the reporter, "Plaintiff's Exhibit No. 1").

Q (BY MR. SEARLS) Now, Mr. Donosky, I show you two groups of typed sheets, headed "Wage Computation Sheets."?

A Yes, sir.

Q There is one large group, and a smaller?

A Yes, sir.

Q Now, you have seen those before, have you?

A I have seen groups of these sheets; now, I can't tell you whether they are the same ones that I had seen. Our attorney had received two batches like those from you folks.

Q There is no question about it.

MR. PURNELL: We will stipulate those are the sheets, or the copies; I haven't received my copy. Do you have that here available?

MR. SEARLS: Well, then, I understand, Your Honor, that it is stipulated that those are the sheets referred to in this stipulation here, which may be used.

I might state, Your Honor, for the record that the larger group consists of transcriptions relating to employees in the News Building, and the smaller group of transcriptions relating to employees at Radio Station WFAA.

(At this time the instrument first referred to above being wage computation sheets for employees in the Dallas News Building, was marked by the reporter, "Plaintiff Exhibit No. 2.)

(The instrument above referred to and headed "Wage Computation sheets" of employees at Radio Station WFAA was marked by the reporter, "Plaintiff's Exhibit No. 3".)

MR. SEARLS: And I offer also, Your Honor, this copy of a notice to all department heads, dated October 28, 1938, about which I asked Mr. Donosky.

(At this time the instrument above referred to and designated "Copy of notice", was marked by the reporter, "Plaintiff's Exhibit No. 4.)

Q (BY MR. SEARLS) Now, Mr. Donosky, did you also issue to all department heads a notice of which this one dated October 19, 1939, is a copy?

A Well, now, I didn't issue those. These are signed by—they are issued by Mr. G. B. Dealey.

Q Well, you knew they were issued?

A Yes, sir; yes, sir, I had a hand in the preparation.

Q Yes, sir.

THE COURT: That is not October 28, 1938?

MR. SEARLS: This is 1939, Your Honor.

THE COURT: Yes, 1939.

MR. SEARLS: October 19, 1939.

THE COURT: All right.

MR. SEARLS: I will offer this, Your Honor.

(At this time the instrument above referred to and designated "Notice to All Department Heads," dated October 19, 1939, was marked by the reporter, "Plaintiff's Exhibit No. 5".)

Q (BY MR. SEARLS) Well, now, Mr. Donosky, was there a similar notice to this one of October 19, 1939, a similar one issued in 1938?

A In 1938?

Q Yes, sir?

A No, sir, there was the one I was telling you about. We had looked into the thing in such a hurry there, and we had discussed the matter with everyone, and then issued the instructions of October 28, 1938, as to the handling of the future, and we were all discussing it.

Q That is, were issued in October 1938, as to these letters addressed to the employees?

A Yes, sir.

Q Any instructions given at that time were oral?

A As well as I remember, we wanted—we had the form letters there, we had them all mimeographed, or multigraphed, and had the department heads in to discuss the entire matter with them, and gave them all, and each one, a batch of the letters, so that they could distribute them to their employees in their respective departments.

Q Can you tell me, does this Exhibit 5 contain a substantially correct statement of the system that your company put into effect in October, 1938?

A That is practically the system, I would say; yes, sir. There might have been some changes that occurred during the year. There were, no doubt, as we had heard more about the law from Washington.

Q But in its essence, the plan you put into effect in 1938 is the same you followed in 1939?

A With changes in there.

Q And that you are following now?

A That is right, with certain modifications in there to meet conditions that had come up in the meantime.

Q Mr. Donosky, I show you two other batches of paper?

A Yes, sir.

Q Now, those are copies, are they not?

A Yes, sir.

Q Of letters that were addressed to various employees of A. H. Belo Corporation?

A Yes, sir.

Q And that were acknowledged by those employees and returned to the company?

A That is right.

Q And those are the letters, or the contracts,

I believe is the word that you used, that you referred to a minute ago?

A These are not all of them, you have left out the first letter; this pertains to the fair labor standards act which went into effect on October 24, 1938. Now, these are for employees that started working after October 24, 1938, or changes where the basic rates were changed and new contracts were made on them. You don't have the first letter that the—the contracts that were made with the employees, where it says, "The fair labor standards act which went in effect on October 24, 1938", and we tried to explain to them the best we knew, what the fair labor standards act meant, and so forth and so on, and we told them we wanted to make an agreement with them to pay them so much per hour, a basic hour, and overtime, time and a half and so forth.

Q Do you have one of those original letters there?

A I haven't, but I will get it, I think I have one.

Q I believe you were asked to bring two or three, were you not?

A Yes, sir. I am surprised you haven't got them. That is all we had down there. Mr. Ross was checking into a batch of them.

MR. PURNELL: We have the originals.

Q (BY MR. SEARLS) Mr. Donosky, I show you this form of letter dated October 22, 1938, on the letter-head of the Dallas Morning News, addressed to James S. Alderman, Station WFAA, Dallas, Texas, signed G. B. Dealey, President, and also signed below, "James S. Alderman."

A Yes, sir, that is one letter.

Q That is one of the original letters, isn't it?

A Yes, sir. Here we explained to them the law, and we had it listed in there about the third year. We said the third year, the minimum goes

up to forty cents per hour, and should go up to sixty—I mean the sixth year, and that is the contract employees sign there, James S. Alderman.

Q Well, now, Mr. Donosky, will you compare this with that form there, please?

A All right, sir. Yes, sir.

THE COURT: That is, you are comparing it now with the form that went out to employees who went to work after October 24, 1938?

A Yes, sir.

MR. SEARLS: That is right.

THE COURT: All right.

A All right.

Q (BY MR. SEARLS) Well, now, Mr. Donosky, is it correct to say the only difference between the two forms is in the first line, and in the place where you call attention to an error in your original forms?

A In the first line? No, sir, that is not correct. There is a change in the first line there, says "Which went into effect." And this says, "Which goes into effect." And then, in this first letter, the first letter here prior to enactment of the law, we said, "First year—25¢ minimum, forty-four hours maximum per week. Second year—30¢ an hour minimum, forty-two hours maximum per week. Third year—40¢ per hour minimum, forty hours maximum per week, except employees may work more than the number of hours specified above, provided that overtime rates shall be a minimum of one and one-half times the basic rate."

Q All right.

A In the new letter here we changed the forty-cent minimum doesn't go into effect until the sixth year. We corrected that when the new letter came out, and then down here in the last paragraph on this page, it says, in the first letter, in the letter prior to the enactment of the law, it said: "In order to conform our employment ar-

rangements to the scheme of the act without reducing the amount of money which you receive each week, we advise that from and after October 24, 1938, your basic rate of pay will be so many cents per hour for the first forty-four hours each week, and that for time over forty-four hours each week, you will receive for each hour of work not less than one and one-half times such basic rate above mentioned, with a guaranty on our part that you shall receive weekly for regular time."

Now, down here in the letter, in the subsequent, the first letter subsequently, we don't say anything about reducing the amount of money which you receive each week, and so forth.

And then we bring in, the next year, we had a letter here where we point out the overtime after forty hours and forty-two hours.

Q I might say, Your Honor, Mr. Purnell, counsel for the Belo Corporation, and we, have agreed to state that the letter, page of the letter which were shown Mr. Donosky, and which are referred to in the stipulation, which is Exhibit 1, are intended to represent the original letters issued on October 22, 1938. That, I understand, because of a lack of forms, they were made up on the forms used, the letter later, and I will offer this one letter, addressed to Mr. Alderman, so that Your Honor can see the difference in the two.

THE COURT: All right.

MR. PURNELL: It may be stipulated that the one letter addressed to Mr. Alderman is typical of the form that was used as to the letter dated October 22, 1938.

MR. SEARLS: Yes.

MR. PURNELL: And that the batch which the witness has referred to, is typical of the form used at all dates, used after October 22, 1938.

MR. SEARLS: Yes, and that the copies dated October 22, 1938, are filled in.

MR. PURNELL: Correctly specify the filling in in the blanks.

MR. SEARLS: But that the originals are on this form addressed to Mr. Alderman.

MR. PURNELL: That is right.

MR. SEARLS: I offer these two groups, Your Honor. I will state for the record that the larger is again of employees of the News, and the smaller one of the employees of WFAA.

(At this time the instrument above referred to containing letters addressed to employees of the Dallas News was marked by the Reporter, "Plaintiff's Exhibit No. 6".)

(The instrument above referred to containing letters addressed to employees of WFAA were marked by the Reporter, "Plaintiff's Exhibit No. 7".)

MR. SEARLS: Then I will offer also this original letter addressed to Mr. James S. Alderman.

(At this time the instrument above referred to, being letter addressed to James S. Alderman, dated October 22, 1938, was marked by the Reporter, "Plaintiff's Exhibit No. 8".)

Q (BY MR. SEARLS) These letters which were issued in October, 1938, to employees, Mr. Donosky, were signed by the employees, and returned to the company, were they not?

A That is correct, yes, sir. Now, those were on employees that were not covered by—that were not working under contract with—we have three departments, as you know?

Q Yes. That would mean about how many employees received such letters?

A Oh, I would say somewhere in the neighborhood of four hundred, somewhere around that

figure, three hundred to four hundred, somewhere around there.

Q Now, did any of the employees decline or fail to sign and return the letter?

A Not that I heard of.

Q Now, after October, 1938, in the case of some of the employees, did the company have other letters signed?

A Other letters than those?

Q Other letters than the original letters on October 22?

A Yes, sir, when the law was changed, and the basic rate had to be increased, or the salary increased, the weekly guaranty figure was increased in order to meet the changes in the law, why, those new letters were signed, yes, sir.

Q That is a number of the employees signed additional letters in October of 1939?

A That is correct, yes, sir.

Q Did they sign them in October, of 1940?

A Yes, sir. I believe there were some in 1940. I know there was a check made to see, and I believe some of the junior help, office boys and such as that, might have been changed there.

Q Now, did a number of employees who received increases in pay at one time or another, sign additional letters?

A Yes, sir.

MR. SEARLS: Mr. Purnell, may we stipulate that the letters there represent all that we could find for the employees whose names appear there?

MR. PURNELL: Yes, that is all right.

Q (BY MR. SEARLS) Now, Mr. Donosky, prior to October, 1938, when you issued this notice to department heads, had you required your employees to keep a record of time?

A No, sir, just in those departments where they had been paid on an hourly basis, that was all, and then the foreman did that.

Q That was the Union Department?

A And we would get slips from them, that is right, and then we had a mailing room that was not unionized where we have a number of employees employed on an hourly basis, doing extra slipping on Saturday nights, and such as that, and had several sections of paper to slip.

Q But, you had no particular general rule for time keeping?

A No general rule for the other employees, that is correct.

Q Now, you have been requested to produce some sample time cards. Have you those, Mr. Purnell?

Well, we will go on for a minute, Mr. Donosky. You understand, do you not, that these transcriptions which are exhibits 2 and 3, are made up from your payroll and time records, do you?

A That is what I understand, yes, that those are transcriptions that Mr. Ross, or Florer or Hight, or one of them, McBroom—

Q And that they had been checked by your office, or by Mr. Purnell's office for correctness?

A Yes, those that we had. Mr. Purnell had some that we checked. Now, I don't know about these, to say whether these are the same ones or not.

MR. SEARLS: Now, have you those time cards for those three employees?

MR. PURNELL: I haven't yet found Brown's.

Q (BY MR. SEARLS) Well, I will show you, Mr. Donosky, a card headed "Time report"?

A Yes, sir.

Q Is that one of your time cards?

A That is correct.

Q Filled out and kept by a Mr. Snodgrass, who is one of your employees?

A Yes, sir, Mr. Snodgrass filled that time out himself, and he is required, by reason of this law, to fill in a time card each week and, we

had so much trouble in getting them to do that, that we had to require they had to hand the time cards in before they got their paycheck.

Q Now, I show you another batch of those, Mr. Donosky. Will you pick out Mr. Snodgrass' time card for the weeks ending April 17, 1939?

A April 17, 1939? Yes, sir, I have it here.

Q Will you put that to one side, please?

A Yes, sir.

Q April 29, 1940?

A April 29, 1940? Yes, sir, here it is.

Q And for November 11, 1940?

A November 11, 1940. Yes, sir, there it is.

Q Now, I show you another group of time cards?

A All right, sir.

Q Is this second group the time cards kept by Mr. Clifton B. Mills one of your employees?

A That is my understanding, he is supposed to, each one is supposed to turn in his own card.

Q Now, then, these are the cards you requested to be turned in?

A These are the cards we required, I am sure, on account of the law, to turn them into their correct payroll clerk.

Q Well, will you pick out for Mr. Mills, please, the cards for the weeks ending February 27, 1939?

A Yes, sir.

Q February 26, 1940?

A Yes, sir.

Q And November 11, 1940?

A November 11, 1940. Yes, sir, there it is.

Q Now, these three cards are your records, or the records kept by you of the time of Mr. Snodgrass, are they not, for these three weeks?

A Those are the records, I presume those are the cards that are turned into our payroll clerk, who is required to see that the time card is

turned in for those employees who might probably be presumed to be under the law.

MR. SEARLS: I will offer these, Your Honor, these three cards, they will be marked as one exhibit.

(At this time the instrument above referred to consisting of three cards, designated "Time report to A. H. Belo Corporation by Walter Snodgrass," was marked by the reporter "Plaintiff's Exhibit No. 9".)

MR. SEARLS: These are three cards for Mr. Mills?

A That is right.

MR. SEARLS: I will offer these, Your Honor.

(At this time the instrument above referred to consisting of three cards, designated "Time report to A. H. Belo Corporation by C. B. Mills" was marked by the reporter "Plaintiff's Exhibit No. 10".)

THE COURT: I believe I will recess, you may have a few moments, gentlemen, and take up this other matter, if you don't mind.

RECESS

Q (BY MR. SEARLS) Mr. Donosky, I show you a third group of time cards?

A Yes, sir.

Q Will you please read to the court the name of the employees?

A Olin S. Brown.

Q O-l-e-n (spelling)?

A O-l-i-n (spelling), it looks like here, O-l-i-n (spelling), S. Brown.

Q And those are for what weeks?

A For the weeks October 2, 1939, October 9, 1939, August 12, 1940, August 19, 1940, November 4, 1940, November 11, 1940.

Q Mr. Brown is an employee at the radio station, is he?

A That is correct, he is an operator at the Radio station.

MR. SEARLS: I will offer these, Your Honor.

(At this time the instrument above referred to consisting of six cards, and being designated "Time Report to A. H. Belo Corporation by Olin S. Brown", was marked by the reporter "Plaintiff's Exhibit No. 11".)

Q (BY MR. SEARLS) These time cards, Mr. Donosky, were the records which the company kept to comply with the record keeping requirements of the Fair Labor Standards Act?

A These are the time cards that the men turned in to comply with the law, that is correct.

Q And they are kept by you, preserved by your company?

A They are preserved by the company, that is correct.

Q Now, all the time cards turned in by your employees are similar in form, are they not, to those which have been put in evidence?

A That is correct, yes, sir.

Q I show you, Mr. Donosky, three cancelled checks. Will you tell the court what those are, please?

A Check dated November 12, W. W. Snodgrass, $18.90.

Q October 12, what year?

A November 12, 1940. Check, April 30, 1940, W. W. Snodgrass, $19.80. April 18, 1939, W. W. Snodgrass, $19.80.

Q Those are the pay checks of Mr. Snodgrass for three weeks, are they not?

A They are, sir, unless there was some other checks issued in addition to these.

Q And they represent payment for the work done during the week ending in each case the day preceding the date of the check?

A That is what they are supposed to be, yes, sir.

Q Now, I show you three more. Will you please also tell the court what those are?

A Check dated February 28, 1939, Clifton B. Mills, $33.70. February 27, 1940, Clifton B. Mills, $38.18. November 12, 1940, Cliffton B. Mills, $41.22.

Q I will show you a third group of checks, will you please describe those, Mr. Donosky?

A Check dated October 2, I guess it is, 1939, $43.05, in favor of Olin S. Brown. October 10, 1939, Olin S. Brown, $53.74. August 13, Olin S. Brown, $44.55.

THE COURT: August 13?

A August 13, 1940.

THE COURT: How much?

A $44.55. August 20, 1940, $55.20. November 5, 1940, $43.05. November 12, 1940, $44.78. These are WFAA payroll account checks. The others were the Dallas News.

Q (BY MR SEARLS) Now, I notice, Mr. Donosky, that the first two groups of checks, those of Mr. Snodgrass and Mr. Mills, are drawn on the Texas Bank & Trust Company?

A Yes, sir, that is where the payroll account for the Dallas News employees is kept.

Q The News. And the WFAA payroll account is in the Mercantile National Bank at Dallas?

A That is correct.

Q And all your payroll checks at the News are made out in the same general form as these specimen checks for Snodgrass and Mills?

A Except checks for certain department heads, the officers, they are carried in another account.

Q Yes. And all your WFAA checks are made in the same general form as these to Mr. Brown?

A I presume they are, yes, sir. In fact, I don't see those checks very often, WFAA, but that is the general form, I am pretty sure.

Q And the form of the checks has not been changed since October 24, 1938?

A I couldn't tell you, I don't think they have been, but I don't have much to do with that.

MR. SEARLS: I will offer these, Your Honor. These are the checks described by Mr. Donosky.

(At this time the instrument above referred to, consisting of twelve checks, heretofore described in the testimony, was marked by the reporter, "Plaintiff's Exhibit No. 12".)

Q (BY MR. SEARLS) Those checks represent, then, Mr. Donosky, the payment in each case for the preceding week, less deduction for social security?

A Less deduction for social security tax. They might have bought a meal ticket up in the lunch room, we have that convenience for our employees. There might have been a deduction for life insurance, in addition to the insurance which the company pays for, the employees have the right to pay for an additional amount. That is deducted from the pay check if they want it, deductions for that, and then—well, I don't know. One or two other items of the same nature.

Q One or two other items of deduction?

A One or two other items of deduction of the same nature, where the employee wants us, for a matter of convenience, to handle payments for him.

Q I will show you these four sheets of paper, Mr. Donosky. Will you please describe those for the record?

A These are the payroll ledger sheets of William Walter Snodgrass, starting with May, 1938, running on through to February 4, 1940; Clifton Benjamin Mills, running from September 12, 1939, down to June 18, 1940; Olin S. Brown, running from April 25, 1939 down to December

something 1940, down to August 27, 1940, that is what it is.

Q Now, I will show you in this one for Clifton Benjamin Mills, there is a column "Old Balance," and another column "New Balance"?

A That is correct.

Q Will you tell us what those represent, please?

A These are cumulative figures, the "old balance", they start January 1 of the year, and show cumulative figures here so that at the end of the year, we have to furnish him the amount he is paid, if he wants to keep a record, or if he wishes, for income tax purposes, the figures are readily available there, or if at any time of the year a matter comes up about the man, the figure is readily available, particularly for income tax purposes.

Q And those two—

A And social security, I might add this, for social security and unemployment and old age pension tax, which we have to keep records on, report and make payments to the government and so on.

Q Those two columns headed "Balances" are a running account of his salary?

A Salary.

Q Salary for the year?

A For the year, for the purposes mentioned.

MR. SEARLS: Do you want to withdraw these, Mr. Purnell?

MR. PURNELL: I think we might arrange later, after everything is in, to see what should be withdrawn and copy substituted. I do not think we need to do it at this time.

(At this time the instrument above referred to, consisting of four sheets, designated "Ledger Sheets" was marked by the reporter, "Plaintiff's Exhibit No. 13".)

Q (BY MR. SEARLS) I will show you in this group of letters addressed to the employees

which has been put in evidence, bearing the date October 22, 1938, and addressed to Mr. Clifton B. Mills?

A Yes, sir.

Q Now, having in mind, Mr. Donosky, that that copy is typed up on the 1939, rather than the 1938 form?

A Yes, sir.

Q With that exception, that is the letter that was addressed to Mr. Mills and acknowledged by him, isn't it?

A I presume so, yes, sir. I can't remember all the—

MR. PURNELL: Those have been checked, Mr. Donosky, with the originals?

A If they have been checked, it is it.

Q (BY MR. SEARLS) In the fourth line from the bottom of the first page, there is a figure of sixty-three cents?

A Yes, sir.

Q And in the last line of the letter proper, on the second page, is a figure of $37.50. Now, you got the figure of 63¢ by dividing the $37.50 by sixty, didn't you?

A Well, I don't know whether that is exactly the figure, or somewhere around that, I think.

Q That was the general method you used?

A Somewhere around that. We got the basic hourly rate that we wanted to make an agreement with him on, and still keep on paying him a weekly wage guaranty.

Q But speaking generally, the cents per hour figure was arrived at by dividing the weekly wage by a figure, which in most cases was sixty?

A Well, yes, sir, we took into consideration, though a lot of factors, time off for sickness.

Q Please just answer the question, Mr. Donosky?

A Well, somewhere in that neighborhood, depending upon the circumstances, a lot of the folks,

we got them on up, anybody that was below the minimum, office boys, janitors, or anybody else that might be below the minimum, we raised them on up above the minimum of 30¢ an hour for the first forty hours of work per week.

Q You used the same method, did you not, in arriving at the per hour figure for the employees in the radio station?

A I think they used the same basis up there.

Q Now, when these letters were signed in October, 1938, did you make any change in the working hours of your plant?

A We did in some cases, yes, sir.

Q In what departments?

A Oh, in practically every department. Some of the boys, the youngsters there, we raised them up to the—we raised them up to the minimum of thirty cents, some office boys might have been making ten dollars a week, we raised him up to thirty cents an hour minimum. Well, the janitors, the hours might have been changed, or the wages raised or some of the other folks were increased to where they were getting well above the minimum.

Q I think you misunderstood the question, Mr. Donosky, I was asking you about hours, not pay.

A Oh. About hours? In some of the cases the hours were changed, too.

Q But, generally, your men at that time were working forty-eight hours, weren't they?

A Well, we have a peculiar organization, each department head was—ran his own department pretty well, except generally nobody worked more—no one was authorized to work more than forty-eight hours a week down there.

Q And the women?

A And the women-folks in some departments, the women were working forty-two hours in some departments forty-three, and some de-

partments forty-five, in some they were working forty, so that caused a little confusion. So, we changed it, put it up to the women folks as to just what they wanted to do around there, let them elect their arrangement that they wanted, and they elected an arrangement of five days of eight hours per day, one day of four hours per week, with the conditions as they prevailed about receiving overtime. Generally, that was the arrangement they accepted, and when they were off sick, they would not—no deductions would be made from their wages. When they wanted to go up and attend to some business, personally, or somebody died in their family, or something of that sort, wherever, we would continue the practice of paying them for those absences, where they would get a regular weekly wage guaranty every week, and that was the way after the law went into effect, that this incident came up.

Q Now, I started out asking, Mr. Donosky, about the conditions before the law went into effect?

A About conditions before the law—

Q Now, as to hours only?

A Well, as to hours only, as I say, it was sort of a departmental proposition, except that nobody was authorized to work longer than forty-eight hours in any department per week, or those were the instructions, that they should not work longer than that.

If occasion required, a story broke where a man had to work on, or they had a storm, and a down-pour, or rain, and bridges were washed away and the circulation department folks had to work unusual hours, and so forth, why, they went ahead and worked those hours.

Q What you have been saying about hours does not apply, does it, to the departments which are covered by union contracts?

A It does not. Those departments covered

by union contracts, the union contracts provide the terms and specifications, they call for five shifts a week.

Q Now, Mr. Donosky, will you tell us what your duties as treasurer of the company are?

A Well, they are rather varied. The usual duties of a treasurer, to handle bank accounts and so forth. I handle the News print as well and the contractural details with regard to news print. I handle the negotiations with the unions and the matter of our labor contracts, and charges; most anything that comes up that they want me to take on.

Q Well, in substance, you are the business manager of the company?

A No, we have a business manager.

Q Who is that?

A Mr. Buchanan.

Q But you are his superior ?

A No, he does not report to me, we have various—as Mr. Richards said, or someone said the other day, we have a very informal organization down there. Mr. Dealey is the chairman—

Q How long have you been connected with A. H. Belo Corporation?

A This time I have been with, I came back October, 1933; I was with the News once before, about six years, and I left in 1928, started in 1922 and I came back in 1933.

Q Now, in what capacities have you been connected with them?

A In what capacities?

Q Yes.

A I was a clerk in the circulation department, and then I was statistician around there for awhile and when I came back I came back as assistant treasurer, assistant secretary-treasurer, and was later elected treasurer about a year ago.

Q Now, we have some transcriptions here

Mr. Donosky, as to an employee named Charles M. Wilson?

A Yes, sir.

Q What department does he work in?

A Charley works in the circulation department.

Q And do you know what his duties are?

A I know generally. Charley was handling the records, and there was a man who handled the traffic schedule of circulation, routing of papers to different towns by bus, truck, baggage or whatnot, and how many papers to each place, and so forth, and Charley was assisting him, and that party died here about a year ago, and Charley has since taken over those duties. Mr. Scott died about a year ago. He was sick about two or three years.

Q Do you have another employee named O. L. Bagwell?

A Yes, sir.

Q What department is he in?

A He is a night watchman.

Q And I suppose his duties are the general ones of a night-watchman?

A Generally, go around and check the clock every hour and the building and keep an eye on things, that is about all.

Q You have an employee by the name of Byron Bates?

A Yes, sir.

Q In what department?

A Byron Bates, I think, is a classified advertising collector, if I am not mistaken. Now, he was a copy boy around there for awhile, a copy chaser, as they called him.

Q What does he do in the classified?

A I think that is where he is located now, as classified advertising collector; a party will phone and want to run a classified ad in the News, and say, "Charge it to me;" or a real estate

man who has just a small volume of classified charged to me, and those boys go around and make collections, they have regular territory where they go out and make collections, the next day or two or three days afterwards.

Q Does he take the ad when it comes in, over the phone?

A No, I don't think he is in that department; I may have him mixed up with someone; I think he is a classified collector, they call them petty ledger; he was a copy chaser, and would run up yonder to Sanger Brothers and get copy of advertisement, when it was ready, or Titche Goettingers, or take proofs back.

Q Mr. J. L. Brewer?

A He is a bookkeeper.

Q In the general office?

A Yes, sir, he handles the bookkeeping on one of them, handles the account for the circulation department, the agents at Athens and Corsicana, we ship them our papers every day and then at the end of the month we render a bill against them, and he keeps the record of all of that, billing and seeing that the collections come in on the—

Q You had formerly an employee named Roosevelt Burleson?

A Yes, sir.

Q In what department did he work?

A Well, he was a janitor around there, or a paper handler, I don't know whether he was a janitor or a paper handler, or both.

Q He is listed, I believe, Mr. Donosky, as a paper handler?

A Is that it?

Q Yes. He is not employed now?

A No, he left about a week or so, or several weeks ago. We had a lot of trouble with Roosevelt over a period, and they had to finally let him

go. They are awfully lenient down there, but finally had to let him go.

Q What are the duties of the paper handler?

A The paper handler, those rolls of paper come in from the mill, come in by freight car, and they are unloaded down at the station. Sometimes these darkies go down to help unload a car of paper. Usually they don't. Usually they have others who are employed to help unload them out of the truck, but these darkies work down in the basement. The paper is rolled down in the basement and stacked, and when they have to furnish it for the press room, they have to help strip the rolls or keep them stripped in advance of the time the press room needs the paper.

Q That is, they keep the paper moving up to the point where it goes to the press room?

A Up to the point where it goes on the hoist.

Q Where it is hoisted up to be put on the press. Did you have an employee named Roy Conkle?

A Yes, sir.

Q In what department does he work?

A Well, he works in the mailing room.

Q And what are his duties?

A The papers come off of the press, and the presses are running and the papers go up in this conveyor, and those boys in the mailing room wrap the papers into bundles or into single sheets—or into singles, as they call them; they have the address stamped on there, on a little slip, and it shows the name and address of the parties who the paper goes to, or they tie them up into bundles to be sent out in the towns.

Q And they either wrap the papers for mailing, and to the individual subscribers, or wrap them in bundles for dealers?

A Either for individual subscribers or they are in bundles of a hundred, and some bundles are less, and some a little more, and the papers are

carried by truck from our building and spotted on various corners throughout the city and in this area, where the carrier boys pick the papers up about five o'clock in the morning, or so, and delivers it behind the door, or somewhere thereabouts.

Q Now, in the case of those papers that are sent out by mail, Mr. Donosky, you have a postal sub-station in your building, do you?

A Yes, sir, the government sends a man down to check the weights of the papers that go out by mail.

Q And do these mail room employees like Mr. Conkle, do they deliver these papers that go by mail to that station, that sub-station?

A No, here is what they do: They just weigh in there and our truck takes the papers down to the post office. This man merely checks the weight of the paper, and our own truck gets the paper down there, because they are moving pretty fast to make schedule.

Q And when you say "This man", you mean the postman?

A Yes, sir, the postman.

Q You are not referring to Conkle?

A No, sir, Conkle is our employee there that works wrapping bundles, and such work as that.

Q You have an employee named Harrill Eastus?

A Yes, sir.

Q What department is he in?

A Harrill works down in our storeroom, that is, the supplies. He keeps the stationery and supplies, the different forms, pencils, ink and so forth, and the requisitions are sent down to the basement and Harrill fills them and brings them upstairs, and then Harrill does a little extra work there, too. We have some salvage paper around there, white—good white paper, but it cannot run

on the press, because a certain amount we lose there. So, that paper is cut into smaller sizes that are sold to a party here in town and Harrill works extra on that, and makes extra money doing that, occasionally. He also works occasionally on Saturday nights in the mailing room, making some extra money.

Q Now, you have also an employee named Nathan Fair. He is a paper handler, too?

A Nathan Fair. He is either—yes, he was a paper handler, too. There is another one, Burnett Fair, I think he is running the elevator.

Q Nathan Fair's duties, then, were the same as Roosevelt Burleson?

A That is right.

Q Do you know an employee by the name of G. B. Geiser?

A Yes, sir.

Q What department is he in?

A In the stereotype.

Q That is a unionized department?

A He is working under a union contract, that is right.

Q Do you have an employee by the name of Joe A. Greely, do you?

A Yes, sir.

Q In what department is he?

A He drives the elevator at night. We have a colored person who drives the elevator in the day and at night, he comes on and helps watch around when the night watchman has to be making his rounds. He kind of sits around and watches the lobby.

Q Do you have an employee named J. Grover Jones?

A Yes.

Q In what department?

A He is a press man working under a contract with the pressmen's Union.

Q Who is in charge of the press room?

A Well, the man who is in charge of the press room, his name is Frank Fox. Frank has been incapacitated now for about three years, he had a stroke, and he comes down, at his own insistence, and spends two or three hours a day down there, but he is still in charge. Nobody else has been appointed. We appointed an assistant around there to do the work, but Frank is still the man in charge.

Q Do you have an employee named E. F. Julian?

A Yes, sir.

Q In what department?

A He is a stereotype man; he works in the stereotype.

Q That is another union—

A That is another union contract employee.

Q All of us, Mr. Donosky, may not be so familiar with the term stereotyper, will you tell us what they do?

A Well, the news stories or the advertising goes into the composing room, and that is where the type is set up, either by hand or on machines up there, and then it is made up in the form, the ads and stories and everything. That form goes, then, into the stereotype room where it is made into a metal plate, or into mats first, and then into metal plates and those metal plates, that is the stereotype room. The stereotyper makes the metal plates and they go down in the press room, and are placed on the cylinder of the press.

Q This metal plate is a curved plate?

A That is right, it is a curved plate, that is right.

Q You have another employee named J. E. Lockhart, have you not?

A Yes, sir.

Q In what department is he employed?

A He is a bookkeeper.

Q Does he work on any particular type of work?

A I don't know. Jimmie works on classified advertising accounts and records, those that have regular monthly charge accounts, I think, and then he probably does general bookkeeping work.

Q Who is the head bookkeeper?

A Mr. Taggart is the auditor, and then his chief assistant, he has two of them, Mr. Gentry and Mr.—well, two or three of them. Well, Gentry is the next man in charge.

Q Do you have an employee named D. W. Martin?

A D. W. Martin? Yes, sir.

Q In what department?

A He was an office boy until here about a year or so ago, and then he was promoted to a mailing job, getting the mail from around the building, and stamping it, and weighing it, and so forth. I am not talking about the newspapers, but I am talking about the ordinary correspondence.

Q The ordinary outgoing mail?

A The ordinary outgoing mail, taking it to the post office, but he got his call to the army, however, here about a month or so ago, and he is in the army.

Q Did he also help distribute the incoming mail?

A I think he did bring it down to the building, he would get it at the post office on these calls, and bring it to the building, and turn it over to the ladies there that divide it up to the different departments.

Q Do you have an employee named B. C. Monroe?

A Yes, sir.

Q In what department?

A He is in the power department.

Q What are his duties?

A Well, those duties down there, you know,

they have all their electrical apparatus down there that ties into the city electricity.

Q Well, the machinery that keeps those presses going?

A The machinery that keeps the power—

Q Going?

A The machinery that keeps the power going; and their duties are mainly to watch that machinery, oil it when it needs oiling and such as that type.

Q Who is the foreman in charge of that department?

A Frank Guillot.

Q You have an employee named J. A. Moore?

A Yes, sir.

Q In what department?

A He is a stereotyper, working under the stereotype contract.

Q Doing the same duties as these others?

A As Geiser and Julian you mentioned.

Q And working under a union contract?

A And working under a union contract, that is correct.

Q Do you have an employee named Bernice Vickers?

A Yes, sir.

Q In what department?

A She is a stenographer in the circulation department.

Q Doing general stenographic work?

A Yes, sir, principally secretary to the city manager, Mr. K. A. Ward.

Q You have another employee named Early Walker?

A Yes, sir, Early Walker. He is a janitor.

Q And Richard West?

A Richard West was one of our writers. He was a reporter, and then was a writer, assisting Mr. Schoffelmayar, who is our agricultural

editor, and he got—he just left us to go with the Associated Press.

Q But he was with you until about how recently?

A Oh, about two or three months ago.

Q The Dallas News has advertised, hasn't it, Mr. Donosky, during the last two or three years, in the Editor & Publisher?

A Yes, sir.

Q What is the Editor & Publisher?

A That is a trade journal for newspapers, a trade magazine.

Q Now, the advertisements that the Dallas News publishes, or sends to the Editor & Publisher, are prepared where?

A Prepared here in Dallas.

Q I mean, in the Dallas News office?

A They are prepared at our office, or by an advertising agency man on the outside who prepares it and sends it on in, and gets a commission on that.

Q Now, have you seen those advertisements that have been published?

A Well, I haven't noticed any particular one, I have seen them.

Q Well, you saw them as they came along?

A Yes, sir, I have seen them after they were published.

Q I will show you these three sheets, Mr. Donosky, and ask you to tell me if those represent advertisements of the nature that we have been discussing?

A Yes, sir, it is, yes, sir; yes, sir, those are—

MR. SEARLS: I will offer these, Your Honor.

(At this time the instrument above referred to consisting of three sheets of photostats from Editor & Publisher, were marked by the reporter, "Plaintiff's Exhibit No. 14".)

Q (BY MR. SEARLS) Now, your book-

keepers, Mr. Donosky, sometimes have occasion to work on Sundays, do they not?

A Yes, sir, we have, I think, one or two of them, and also other clerks, I presume you are having reference to the work they do on Sunday, checking the classified ads, for which they receive extra payments. The Classified advertising section on Sunday is so much larger than it is week days, so week days we will have two pages, and probably Sundays we will have six or seven or eight pages, and they just come down and do that on Sunday. There are four of them, and they receive extra pay for it.

Q They are paid $2.50?

A I think they are paid $2.50, just a flat figure; if they get through in an hour, it is okay; if it takes two hours, okay, it is just a flat figure. They are anxious to make that extra money.

Q I show you another paper headed The Retail News?

A Yes, sir.

Q Is that something that the A. H. Belo Corporation puts out?

A It is news. I don't know whether we are still putting it out or not. We did put it out for a long time. It is just a merchandising—it isn't something that we sell, it is just given away. It is just news about different products that are advertised in the Dallas News, that are sent out to the advertiser, and people who handle the products.

Q That is sent to the people who advertise in the papers?

A It goes to them, and to the people selling these products around town, merchants and so forth, just something, as a little something we give the advertiser for nothing.

Q Just a little good will?

A That is all, yes, sir.

MR. SEARLS: I offer this.

MR. PURNELL: May I see that?

MR. SEARLS: Certainly.

MR. PURNELL: Are you going to offer the whole paper?

MR. SEARLS: Yes.

MR. PURNELL: We haven't seen this before. I suppose it may be stipulated we will have an opportunity to object, after we have had an opportunity to read this?

MR. SEARLS: Yes, if I may offer it now, and then you can examine it, perhaps, during the noon recess.

MR. PURNELL: Yes.

(At this time the instrument above referred to, consisting of three sheets, and designated The Retail News, was marked by the reporter, "Plaintiff's Exhibit No. 15".)

Q (BY MR. SEARLS) Did the News pay, during this past fall, something extra to some of its employees for working on the election returns?

A Oh, they get paid for that. You see, the election returns are handled by the Texas Election Bureau, which is just a cooperative organization that is supported by all the newspapers. It is just a means by which they can get election returns promptly and efficiently, but it is done, the work is done down at the Dallas News, and they employ a number of people from among our own force, and from all over town, from the other newspapers, and from other businesses, to come down and work on the election returns, and they are paid for that work by the Texas Election Bureau, and the expense is pro-rated among all the newspapers.

Q Well, do the payments to those employees appear on your records?

A No, it should have been paid—wait a minute, there are some elections where we will pay some of our employees, now, the local elec-

tions, that the Texas Election Bureau is not interested in, but a local election, some of our employees will come down and work. Some of the Dallas Herald and some of the Dallas Journal, and each one of the newspapers pays its own employees, but the general election, that is handled by the Texas Election Bureau.

Q Did you have an employee at the News named Charles Prasifka?

A Yes, sir.

Q In what department does he work?

A Well, Charley works, oh, he is sort of the timekeeper and payroll keeper for the mechanical department.

Q That name is P-r-a-s—(spelling)—

A P-r-a-s-i-f-i-k-a (spelling), something like that. Prasifka.

Q You say he was sort of a bookkeeper for the mechanical department?

A That is right, for the mechanical, for the mechanical department, he is a bookkeeper, through whom is assembled the data and matters of the other payroll clerks.

Q When you say the mechanical department, you are referring, are you not, to those departments working under union contracts?

A That is those working under the union contracts, the press room, the stereotype room and composing room.

Q Is Mr. Prasifka, to your knowledge, a member of any of those unions?

A Not to my knowledge, he is not, no, sir. You see, he is not a journeyman in any one of those trades, he is just bookkeeping there for the mechanical supervisor.

Q For you?

A That is right, for the company there, but he reports to the mechanical superintendent.

Q Did he sign a letter on October 22, 1938?

A I presume he did. Now, I am not positive, but I presume he did, Mr. Searls.

Q Will you, when you have an opportunity, search and see if you can find such a letter?

A Yes, sir, I will do that.

Q Now, you will be available later on, I suppose, if you are wanted again?

A Oh, I imagine I will be around here for awhile.

MR. SEARLS: You may inquire.

MR. PURNELL: Yes, he will be available.

MR. SEARLS: You may inquire.

CROSS-EXAMINATION

BY MR. PURNELL:

MR. PURNELL: Your Honor please, it is 12:30.

THE COURT: Well, we will work until about 1:00 o'clock or sometime this side of it.

Q (BY MR. PURNELL) Mr. Donosky, with reference to the practices and principles of the News, as to its employees, prior to October 24, 1938, before the act went into effect, will you state what the practice was as to annual vacations?

A With respect to the departments that are not working under union contracts, where every detail and every term is stipulated, the practice was that each department, each employee that had been there for a year, would receive two weeks vacation, although no promise was ever made to the employee to that effect when he was employed.

Q Did he receive full pay during the vacation period?

A Yes, sir.

Q Now, is that a long standing practice with the News?

A It has been, as long as I can remember.

Q And is it true as to WFAA?

A Yes, sir.

Q Now, will you state what the practice is,

with respect to time off for illness or personal affairs?

A Those employees are not docked for any absences on those counts, they are taken care of. Some are out for months at a time, and they have received their full time, and some have been out for years, that are still receiving their full pay. We have numerous cases of that kind.

Q You mentioned on direct examination, I believe, the superintendent of the mailing room?

A No, he is the press room foreman. He was made press room foreman here a few years ago, and he had a stroke, and he was out altogether for a year or so, but he comes down for two or three hours.

Q He is covered by union contract?

A No—well, the foreman, he is covered up to a certain point, up to a certain fixed wage, but beyond that, why, the office does what it wants to, and the foreman usually gets what the contract—they do at our plant, more than what the contract provides for.

Q What was your practice with respect to superannuated employees, whose abilities to do a full days work were impaired? Did you keep people on the payroll or not?

A Yes, sir, we have many of them on the payroll, Mr. Purnell.

Q Do you have memoranda from which you can tell us how many such persons there are now, and what amount is paid to them?

A Mr. Purnell, I prepared something the other day at your request on that point, and you probably have it there, or I have got a copy of it in mine.

MR. SEARLS: Your Honor, may I inquire as to the relevancy of this particular testimony?

MR. PURNELL: If Your Honor please, there isn't going to be much of this, just enough to complete the picture of the News Employment prac-

tices. The injunction suit is very general in its challenge; there is not specified in what respect the government claims we are violating the law, except in the statutory language appearing in Section 7; it is alleged we are not paying full time and a half overtime.

In our answer, we say that we assume that the complaint is the same complaint that is mentioned in our suit for the declaratory judgment, but there is no specification of the particulars that the government is relying on anywhere. So, we deem it appropriate to go a little further than merely the precise issue of what employee now gets for what hours of work, in order to complete the picture.

MR. SEARLS: If Your Honor please, if I understand correctly, they mean by superannuated employees those who now perform only nominal duties on account of long service and infirmity, and I think I may say that we do not claim any violations in regard to such employees.

THE COURT: Well, he says we are about through with this.

Q (BY MR. PURNELL) It is short. Will you state how many employees there are of that character, superannuated at the present time?

A Yes, sir, twenty-eight.

Q Will you state what pay was paid to those employees during the last year?

A $64,636.00.

Q Will you state, Mr. Donosky, how many employees of the Dallas News, exclusive of department managers and executives are employed, we will say, at a basic rate of more than forty cents; we will say between forty cents and fifty cents per hour.

MR. SEARLS: I pray Your Honor's judgment.

THE COURT: All right.

MR. SEARLS: He said employed at basic

rate of so much. That is one of the questions that we have to determine here, whether they are employed at that rate, or some other rate.

MR. PURNELL: Well, I will reframe the question.

THE COURT: All right.

Q (BY MR. PURNELL) I will say employed under contracts, letter contracts of the type that have been mentioned in the evidence, specifying basic rates of between thirty cents and forty cents per hour?

A Of between thirty cents and forty cents per hour, on the News fifty, and WFAA, six. That is exclusive of department managers or officers. There are fifty-six in that class.

Q Now, between forty cents and fifty cents?

A There are sixty-one, fifty-eight and three. This will exclude all department managers or officers.

Q Now, between sixty cents and seventy cents?

A Do you want fifty and sixty?

Q Fifty and sixty?

A That is forty-four.

Q Between sixty and seventy?

A Forty.

Q Between seventy and eighty?

A Forty-four.

Q Between eighty and ninety?

A Eighty-one.

Q Between ninety cents and one dollar?

A Eighteen.

Q Above a dollar?

A One hundred fifty-four.

Q Now, filling the other brackets between thirty and forty cents an hour?

A Between thirty and forty? You called for that.

Q Did you give me between thirty and forty?

A That is fifty-six, fifty and six.

Q Now, what did you—

A You didn't call for the ones, the first bracket, the men on thirty cents up to forty.

Q All right, how many at the minimum?

A I beg your pardon, it is thirty-one to forty cents, that was the fifty-six. Then the minimum of thirty cents per hour, we have seventy-four.

Q And that is a total of approximately how many?

A A total of 572 that receive the minimum of thirty cents or above.

Q Now, with reference to your employment practices at the time the act went into effect, will you state what your practice was with respect to payments of bonus at periodic intervals?

A Well, when the company could afford it, it would give something extra to the employees around Christmas time, but every Christmas, as far as I can remember back there, they got at least five dollars; five dollars was the usual figure for folks around there, and in 1939, the employees received the equivalent of one week's salary. That was Christmas, 1939. Around Christmas, 1940, they were given two percent of the earnings for the year, with a minimum for those that hadn't been there but a short time, of five dollars. I think that was the minimum, but two percent of the year's earnings.

Q Now, did you pay on a regular salary basis prior to the Act?

A Yes, sir.

Q Did those salaries vary with respect to each employee, according to the usefulness of that employee to the business?

A That is correct.

Q And his time with the organization and the character of the work he did?

A Yes, sir.

Q Was that a weekly salary, or—

A A weekly salary was generally the case.

Q Paid weekly?

A Yes, sir.

Q Will you state whether you had any opportunity to ascertain the desires of the employees as to changing those employment practices and arrangements when the act went into effect?

A Oh, yes, sir; any number of them had talked to me about the thing, when they had learned they were going to be required to fill out time cards, and hold their hours down, and so forth, that they complained about to me they didn't want it at all. They were too well satisfied and too well treated around there. They didn't want any restrictions placed on them; that we had given them time off for all these things, sickness and other things, and they didn't want any change in that practice, and didn't want to report any time. They wanted—

Q What was their attitude with respect to receiving a uniform weekly amount in preference to a fluctuating amount each week?

A Their mental attitude was—they were happy over the fact that they would receive a regular weekly amount, regular weekly amount.

Q Was the desire in that respect expressed to representatives of the corporation at and before the time the Act went into effect?

A Yes, sir.

Q Do your employees maintain an employee association of any kind?

A Yes, sir, they have what is known as The Round Table; that is all of the employees, union and non-union, sort of a social organization.

Q And do they publish a paper of any kind?

A They publish a little paper called "Sparks."

Q Is that paper published wholly by them, and free of any control?

A Wholly by them and free of any cost of materials or printing or anything of that sort.

Q Does what is said in that paper represent the free expression of the employees?

A It certainly does.

MR. SEARLS: I pray Your Honor's judgment, and ask that that be stricken.

MR. PURNELL: Well, I will ask—

THE COURT: Well, of course, the expression of employees could not change any laws, as far as that is concerned, but I suspect all of this testimony is on the general subject of the defendant's theory that he thought the law was after sweat shops and not after places where employees were already happy in their relationship, and I recognize what counsel has said. I think it ought to go into the record to take care of that. All right.

Q (BY MR. PURNELL) Do you have any issue, or excerpt from an issue of "Sparks" there?

A Yes, sir, I have one here.

Q Or available to you?

A I have one in my papers over there, Mr. Purnell.

Q Where did you say it is?

A Excuse me.

MR. PURNELL: May we have permission, Your Honor?

THE COURT: Sure.

A May I go over and get it?

THE COURT: Sure.

Q (BY MR. PURNELL) Will you identify the issue of "Sparks" which you have in your hand?

A January 28, 1941.

MR. PURNELL: We offer this in evidence, as indicating the character of the publication.

MR. SEARLS: You are offering all of this, Mr. Purnell?

MR. PURNELL: Yes.

MR. SEARLS: I have no objection, Your Honor.

(At this time the instrument above referred to, consisting of one sheet, and designated "Sparks", was marked by the reporter "Defendant's Exhibit No. 1".)

Q (BY MR. PURNELL) Now, will you state whether legal advice was sought prior to the coming into effect of the act, as to how your employment practices might be made to conform to the Act?

A Yes, sir, we did seek legal advice from Mr. Locke.

Q Was there, or not, desire to retain as many of the advantages of your prior practice as possible?

A It was.

MR. SEARLS: I pray Your Honor's judgment. I do not think he should lead his own witness.

THE COURT: Well, I doubt if this gentleman can be led very much. I have been watching him, and I think it is all right, it hurries along. Mr. Locke has already testified.

MR. SEARLS: Is what they desired material, Your Honor?

THE COURT: Well, it is leading, there is no doubt about that, but I do not see it is objectionable. We frequently allow leading questions, unless there is something to indicate the witness can be led into the expression of something he does not believe to be true. All right.

Q (BY MR. PURNELL) What you did with respect to your employment arrangements has already, in part, been shown in the evidence. Was that in conformity with the legal advice that the executives of the News received?

A Yes, sir.

MR. SEARLS: I am sorry, Mr. Purnell, I didn't understand that question.

MR. PURNELL: I asked him if what they did conformed with the legal advice they received.

MR. SEARLS: I thought you mentioned Mr. Duke's name?

MR. PURNELL: No, what they did.

Q (BY MR. PURNELL) Will you state briefly the essence of what was done? Some of it has been covered, but there are probably portions that have not been. What was done in order to conform your employment arrangements to the Act, as you understood it?

A Well, we had tried to plan how we—in consulting with Mr. Locke, how we could continue to pay our employees a regular weekly amount, so that they would not fluctuate, working one week, being paid one week say fifteen dollars or twenty dollars, whatever the amount is, and the next week thirty dollars, fifty dollars and seventy-five dollars; where we could pay them a regular amount each week, we knew they were happy with that arrangement; every advantage was the advantage of the employee, not the advantage of the Dallas News. Every advantage was to the advantage of the employee to continue paying them a regular weekly amount; and as I told Mr. Street and Mr. Duke on occasions, the Dallas News pays good salaries.

MR. SEARLS: I Pray Your Honor's Judgment, but aren't we getting a little far from the question?

THE COURT: Yes, that is rather stumbling a little now.

MR. SEARLS: Rather an argument in testimony, Your Honor, I think.

THE COURT: Yes.

Q (BY MR. PURNELL) Confine yourself to the question of what they did, and you will get forward a little faster. I understand they did cause an employment agreement to be signed?

A They did cause an employment agreement, per that letter that was prepared with the advice of counsel, and was approved.

Q Now, was that agreement signed voluntarily by each employee?

MR. SEARLS: I pray Your Honor's judgment. I do not see how he can know that.

Q (BY MR. PURNELL) All right. Was any effort made on the part of the management to club any employee—

A No, sir.

Q —into signing it, the agreement?

A No, sir; when we had the department heads in to discuss the thing, when we got through with the attorneys and this letter printed, we called the employees—department heads—in to discuss the entire matter; we gave each one a batch, and made it distinctly clear to each one of them that there shall be no persuasion or no coercion of any kind; if the employee wanted to sign it, okay; if they didn't, okay, that they could sign them of their own free will and accord.

Q Now, did each of those letters specify a basic rate, or a regular rate of pay for the hours up to the legal maximum, the first forty hours in the current year?

A It specified for the first year that the basic rate of pay per hour would govern for the first forty-four hours, beyond that time, time and a half, plus a certain amount that would add up to the guaranteed amount; and then for the second year, it would be reduced to forty hours, thirty cents minimum, and the third year to forty hours.

Q Now, did that basic rate of pay vary as to the respective employees?

A Yes, sir.

Q Did it vary in accordance with the same considerations which caused your wage or salary

rates to vary prior to the coming into effect of the act?

A Yes, sir.

MR. SEARLS: I pray Your Honor's judgment.

THE COURT: Well, it is pretty leading.

MR. SEARLS: I was not objecting to the form, Your Honor, but it is a pretty vague question.

THE COURT: I think I understand it. What he is trying to show the court here, as I conceive it, in many instances, I will not say all, but nearly all instances, the employees were already getting more than the minimum salary.

MR. SEARLS: Yes.

THE COURT: And in order to adjust themselves, to make it on a weekly basis, to try to comply with the law, they figured out an optional divisor, which they returned into this larger wage, in order to give an hourly pay. Now, that is what he is trying to show the court, I think.

MR. SEARLS: If that is what he is after, it is not objectionable.

A Yes.

THE COURT: Can't we get at it—

MR. SEARLS: We are willing to admit, in fact, I can, and I ask Mr. Donosky myself, if the basic rate sent out did not vary in about the same way as the weekly rate did.

THE COURT: I think we ought to be able to show that, because that is the point in this case, and get it fair and square before the court, so that, if anybody wants to appeal afterwards, there will be no uncertainty as to what the question is, or what the facts are.

MR. PURNELL: That is what I am trying to get at now, Your Honor.

Q (BY MR. PURNELL) Now, did you compute the effect that would result from dividing

what had theretofore been the weekly wage, the weekly salary, by the factor sixty?

A In some cases, yes, and in some, no. We made a number of adjustments around.

Q Now, was the factor sixty used in some or in numerous cases?

A Yes, it was used, yes, sir.

Q Now, what was the effect of using that factor?

A The effect of using that factor was that if at any time an employee would work no more the first year, I think fifty-four and a half or fifty-five hours, something like that, on that basis, his guaranteed weekly amount would be sufficient to take care of regular time at the stated rate, at the hour, plus time and a half overtime; and the next year it went down slightly, about fifty-three and a half hours, something of that kind, which in many cases, and in most cases that will work, the figure.

Q Does that mean when the factor sixty was used, that the minimum guaranteed weekly amount was sufficient to cover forty hours at the basic rate, and thirteen, roughly, hours of overtime?

A Yes, sir.

Q At not less than one and one-half times the basic rate?

A That is right, plus—yes, sir, that is right.

Q And does it mean that when more than fifty-three, we will say, hours were worked, something in addition to the minimum guaranteed weekly amount was owing?

A That is correct, yes, sir.

Q Now, will you state whether in each instance, so far as you know, and I will except a possible mistake—well, I will ask the question this way: Whether it was your practice and the part of your plan of wage payment, to pay an added amount to the minimum guaranty weekly

rates, when the amount of overtime was such as to require at the one and one-half times the basic rate, some added payments to your minimum weekly guaranty rate?

A Yes, sir, it was, and here is something else that we did. We paid them over, we tried to, except these union contracts, and they are self-governing. Well, they have got to lay off the time equal to what they are supposed to, in accordance with union rules, and whether or not they might work extra time, but our schedule of hours continued in some cases as they were before, and in some cases, they were reduced, but in no case was the schedule of hours increased. But, in addition to the payment of possible overtime, if an employee—say that the schedule of hours for a certain department was forty-five hours a week, and an employee worked fifty-two hours in that week, because of some unusual incident, some catastrophe or something that required a full seven days around there, if he worked up to fifty-two hours, he got his regular wage there, but he was given time off the next week, or as soon thereafter as possible, for the difference between the regular schedule of hours and the time that he worked; and if he worked in excess of whatever the figure is, on the basis of the regular time, forty hours, and time and a half, if he worked in excess of the amount he received on his salary check there, then he would get a check in addition, to being given the time off during the next week, or as soon thereafter as possible.

Q All right, to make that a little plainer, what was the usual working schedule in the department that Mr. Finklea, we will say, was in?

A I think those folks usually work around forty-five hours a week, now, I am not positive, except the women folks, and they were working up there, the women folks, some working forty,

some forty-two and forty-five and they got them all on a regular schedule.

Q Is that the city news department?

A That is the city news department.

Q Now, that was before the act, about forty-five hours a week?

A No, before the act, I think they were working forty-eight hours a week, I believe was their schedule.

Q All right. Was their regular schedule of work reduced then, when the act came into effect?

A I think it was, I am not positive about that, but I think it was reduced in that department.

Q Now, do you recall Mr. Finklea's basic rate of pay?

A No, I do not, Mr. Purnell.

Q Well, if Mr. Finklea worked forty-eight hours a week, we will say three hours above the regular schedule?

A Uh-huh.

Q Was he paid an amount which was equal to the basic rate of pay, as fixed by his contract, multiplied by forty, plus an amount at least equal to one and one-half times such basic rate for the five hours above forty?

A Oh, yes; yes, sir.

Q And for whatever hours above forty he would work?

A Whatever above, yes, sir, that is right, above forty.

Q Now, suppose he worked forty-eight hours, three hours above forty-five, was he allowed in addition to the time and a half pay, some time off?

A Yes, sir, because he was—his managing editor, Mr. Withers, or Mr. Barrett, whoever it is there, of course, if Finklea had to work more than the other employees did, on the schedule, and he didn't want Finklea to have to work more than the others, that was his regular schedule,

despite the fact he was paid fully the regular time plus time and a half above, and he was allowed to get off the next week, or told to the next week, or as soon thereafter as possible, for that extra time, and that, also, despite the fact that Mr. Finklea might be sick the previous week for two or three days, or Mr. Finklea might have had some sickness in his family and was off, and no deduction was made from his pay check on that amount.

Q All right, now, if Mr. Finklea, in any week, should work, we will say, fifty-five hours, so that the minimum guaranteed weekly amount was not sufficient to pay him full time and a half for the hours above forty, what was done with reference to Mr. Finklea?

MR. SEARLS: I pray Your Honor's judgment, unless Mr. Donosky knows, or if the records of this employee are here, how could he possibly testify to that?

THE COURT: Well, I think he is rather illustrating, rather than trying to show what Mr. Finklea was actually paid, it is part of your theory, is it not?

MR. PURNELL: Yes, and I am trying to develop the picture.

MR. SEARLS: I think that should be for the records, they should speak—

THE COURT: Yes, that is correct; if you find what he is illustrating now, or seeking to illustrate, is not supported by the record, of course, the theory would fall. I imagine that these so-called assumptions are based on what you conceive the record to be, Mr. Purnell?

MR. PURNELL: Yes, sir, they are based on the record.

THE COURT: That is right. You would not assume a state of facts.

Q (BY MR. PURNELL) Now, is that in accordance with your usual practice?

A Yes, sir.

Q What would be done as to Mr. Finklea in those circumstances?

A That is what would have been done, that is right.

Q And what is that?

A What I just stated there about if he had worked forty-eight hours, and his schedule was forty-five, I don't know whether that is his schedule or not and, Mr. Withers or Mr. Barrett would say, "Now, you have worked more than the scheduled hours, you lay off next week for these hours."

Q Suppose he worked more than fifty-three hours?

A Then he should be paid, he was supposed to have been paid some for that time above fifty-three hours, but he would still get his time off between the schedule and the fifty-three hours, and as I say, despite the fact that he might have been off two or three days the week before, on account of sickness or something of that sort, and received his full week's wages, or full week's pay there.

THE COURT: Well, those favors, however, depended upon the persepecuity and kindness of the one that was above him?

A Judge, that was the regular practice at the institution, everybody that was not covered by union contract, they are paid when they are off sick or when they have to attend to personal business, or somebody dies in their family, something of that sort.

THE COURT: Yes, I understand that.

A They got their pay, no deductions are made; it is a policy there out of the goodness of the heart of Mr. Dealey and the management there, that those practices are followed, and the employees, that is why they are so happy down there, they are so well treated down there. I am an employee myself, and have been and am; I

know how the other employees are. I get around them all the time.

Q (BY MR. PURNELL) You have a schedule which will show the number of employees of the News who have been with it more than twenty-one years?

A Yes, sir.

Q Will you briefly give us the contents—

THE COURT: I believe that is a pretty good place to stop, we will take a recess.

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(At this time an adjournment was taken from 1:00 o'clock P.M. to 2:30 o'clock P.M., at which time the following proceedings were had:)

THE COURT: All right, gentlemen, if you are ready.

Q (BY MR. PURNELL) Mr. Donosky, you testified with reference to the varying rates of pay applicable to the various employees?

A Yes, sir.

Q Do you have with you a schedule on that subject, that breaks those rates down among the various departments?

A Yes, sir, I do.

Q Is the schedule which you present to me accurately prepared and correct?

A Just as accurate as humanly possible.

MR. PURNELL: We would like to offer this schedule in evidence, it is a little bit more in detail than the others on this subject.

MR. SEARLS: What is this second sheet? No. objection.

Q (BY MR. PURNELL) There are two sheets, Mr. Donosky; the long sheet relates, I believe, to the newspaper employees?

A That is right.

Q And the short sheet to the WFAA employees?

A That is correct.

MR. PURNELL: We offer the schedules in evidence.

(At this time the instrument above referred to, consisting of two sheets and being designated Basic Hourly rates and Guaranteed Weekly Earnings, was marked by the reporter, "Defendant's Exhibit No. 2".).

Q (BY MR. PURNELL) Now, do you have a memorandum there of the length of service of the various groups of employees of the newspaper and WFAA?

A Yes, sir; I have the total here, Mr. Purnell, and I have the breakdown of them down at the office, but the totals I can give you.

Q If you will, just give us the totals?

A Employees that have been here three years, but not less than five, are eightysix in number.

Q That is three years, but not more than five?

A Three years, but—yes, not more than five. Eighty-six in number. Then from five to ten years, one hundred eighteen in number. From ten to fifteen years, it is eighty-five in number. From fifteen to twenty years, it is seventy, and over twenty years, one hundred even, making a total of 459 out of approximately five hundred, fifty regular employees.

Q That means that only about one hundred employees have been with the News less than three years?

A About ninety-one, yes, sir, about ninety to one hundred, yes, sir, that is correct.

Q Now, will you state what changes as to hours was made after the act came into effect, and incident to the coming into effect of the act?

A Yes, sir, there were a number of changes made around there, some of the employees had their weekly—had their hourly rates increased and their weekly figures increased; some depart-

ments, some places they had the hours reduced, for instance, in our general circulation department, those folks that had a schedule of forty-eight hours a week, except for the summertime, when they would get off a half a day in the summer, four hours, and then after the law went into effect, that was reduced to forty-four hours a week. Practically most of them are women employees in there, doing clerical work, and there are several men in there too, but I think they get the same hours, but that is the general practice in that department, the change that was made.

In the reportorial, these men have been cut down from forty-eight hours, to various times, as conditions would warrant, from forty-eight down to forty-five, and I think now most of them are working forty-two hours a week.

Q That is the reportorial department?

A Yes, sir, the reporters and news men up there. We had other changes around the office where the hours were—I think the night watchman—his hours were reduced and things of that sort, I cannot recall exactly.

Q All right. Now, you described the practice with respect to paying wages each week, based on the basic rate of pay specified in the contract, plus at least one and one-half times that rate of pay for all hours in excess of forty hours this year.

MR. SEARLS: I pray Your Honor's judgment; doesn't what they pay appear better from the record?

MR. PURNELL: I am asking now—

THE COURT: Of course, it does not foreclose him on any oral testimony, because the record might hurry along a little bit, which I wish to do, of course, but I believe I will hear the story of both sides, and move along as much as we can. We seem to be going over somewhat the same ground.

Q (BY MR. PURNELL) Now, have you had occasion during this last week, while this checking of wages and hours was going on, in preparation for this trial, did you check to confirm, or to dis-affirm the regularity of payment in accordance with the practice that you have testified about?

A Yes, sir, the checking of these computation sheets that was prepared by the wages and hours folks, the checking of those computation sheets was under my supervision, and I had a chance to go over them with our payroll man, to see if they are correct or not.

Q Now, will you state whether, as a result of that checking, there came to your attention any instance when payment was made of less than was duly entitled, based on the basic hourly wage, and on at least one and one-half overtime above forty hours?

A Yes, I ran across two of them, this Roosevelt Burleson, one week there he got $17.50; that was about two dollars and fifty cents, or two dollars and twenty cents overtime, where he should have gotten $17.95, or, I think, $17.85 to be exact, there was a thirty-five cent discrepancy in there; and the other case—

Q All right, you found one discrepancy, and that was with respect to Roosevelt Bureson?

A That is right.

Q When thirty-five cents should have been paid him for overtime, and was not actually paid him?

A Yes, sir, that is right.

Q Was there any other?

A There was another case came to light during that checking, that was Tom Simmons, during the week of the Athenia disaster, he worked quite a number of hours overtime there above fifty-three, although he got them off, and there was nothing down there, I don't know why;

he should have gotten paid for about two or three hours in the computation, except for the fact this might be true, I forget the details of the thing, Tom Simmons is more or less a supervisory employee down there; he is in charge of the telegraph desk.

Q Now, except as to Roosevelt Burleson, in one instance, and except as to Tom Simmons in one instance, the week of the Athenia disaster, has any other instance come to light as a result of this checking, indicating a failure to pay at least time and a half on all hours worked above forty hours, basing the time and a half on the regular rate of pay specified in the contract with the particular employee?

A It has not come to my attention, if it is so, Mr. Purnell.

MR. SEARLS: I object to it, Your Honor.

THE COURT: Overrule the objection.

MR. SEARLS: May I call Your Honor's attention, those agreements do not speak of regular rate, but basic rate.

THE COURT: All right.

Q (BY MR. PURNELL) Now, do you have with you schedules showing the number of hours allowed for sickness and vacations, as to the particular list of employees selected by the wage and hour division for treatment in their special wage computation sheets?

A Yes, sir, I have.

Q Will you explain what that list shows?

A Yes, sir, the wage and hour division takes a certain group of employees, that they said were representative of the situation, and picked one week in each month since the law went into effect, and showed the number of hours from the time cards, and the weekly payments to those people from the payroll records, and they just have that one week.

Now, we have taken those same employees,

and have shown exceptional conditions in other weeks during that period of time, where these employees were off, for instance Roosevelt Burleson was off three days here in one week, one day in another, six days in another. He had two weeks off for vacation with pay, sick five days, sick six days, sick six days. That is his situation with regard to Roosevelt Burleson. And the rest of them, some more pronounced than that in here, but these are the exceptions to it.

Q Now, is this memorandum that you refer to, correctly and accurately prepared?

A Yes, sir, so far as we could accurately, humanly possible to do so, there, why we just went through and got the cards for the rest of the time during the period of these particular employees, to show some of the—what happened during some of the other weeks.

MR. PURNELL: We offer this memorandum in evidence as supplemental to the wage computation sheets.

A That is the Dallas News employees; and here are the WFAA employees, and it is prepared somewhat differently, but the story is told just the same.

MR. SEARLS: Have you got a copy of this for us?

THE COURT: What time do these last two schedules cover? What time?

A They cover, Judge, from the time the law went into effect. It went through all the weeks of that time.

MR. PURNELL: Do you have a copy of it.

A I have a copy of one of them in my papers there. Do you want me to get them now, or later?

MR. SEARLS: Later will be all right.

A I will get it later, I have it in my papers.

MR. SEARLS: Is this the same thing?

MR. PURNELL: The same thing.

MR. SEARLS: Does that show the bonus? I did not notice it.

MR. PURNELL: Now, the first schedule, consisting of several pages, is marked "Exhibit D-3".

(At this time the instrument above referred to, consisting of ten pages, and designated as an explanation for time off of employees, was marked by the reporter, "Defendant's Exhibit No. 3".)

MR. PURNELL: Then the second schedule, only one page, is as to only WFAA employees, and marked as "Exhibit D-4".

(At this time the instrument above referred to consisting of one page, and designated as WFAA employees, sick absences was marked by the reporter "Defendant's Exhibit No. 4".)

Q (BY MR. PURNELL) Now, I hand you, Mr. Donosky, the wage computation sheets, which have been placed in evidence as to a group of employees of the news paper operations?

A Yes, sir.

Q Merely for purposes of illustration to see the character of information on those sheets, will you find the sheet for Roosevelt Burleson?

A Yes, sir, I have it.

Q Now, will you look on the sheet, in the week ending October 28, 1940, and state how many hours were worked as shown by the sheet of that week?

A Fifty-four hours.

Q Will you state what the compensation was?

A It was eighteen dollars ($18.30) thirty cents.

Q Now, will you state what the regular rate of pay was at that time with Roosevelt Burleson, as specified in the wage contract?

MR. SEARLS: I pray Your Honor's judgment.

THE COURT: Well, I don't see anything wrong in him telling what he found, that is their theory.

MR. SEARLS: But the regular rate of pay, Your Honor, is one of the issues which we have to decide in this.

THE COURT: Of course, but we have to hear his theory, as well as yours.

MR. PURNELL: I said in the contract, as specified in the wage contract, in order to avoid it.

MR. SEARLS: If you will say "basic rate of pay", I have no objection.

THE COURT: Well, we cannot confine one to the word "basic", I don't find that in some other places. I want to get this suit, and I cannot get it by cutting out stuff; it is all in there, and it is the easiest way to make a record, and they have a right to put it in now, but I want to see what it is.

Q (BY MR. PURNELL) Was he at thirty cents an hour?

A He was one of the paper handlers making thirty cents an hour, basic rate, plus time and a half, for above the forty hours. At that time, 1940, he should have gotten forty times thirty, twelve dollars. For the other fourteen hours, he should have gotten fourteen times forty-five, four and a half, a dollar eighty-six cents. He should have gotten $18.30, and that is what he received.

Q All right, now, let's take Robert Mountique. Will you find his page? Oh, by the way, before we leave Roosevelt Burleson, here is a week where he worked forty hours. Will you state what he received in that week?

A He received $15.00 that week.

Q That is the week of February 26, 1939?

A That is right.

Q Now, go to Robert Mountique?

A There it is.

Q One more question before we leave Roosevelt Burleson. What was the guaranteed minimum weekly pay to which he was entitled by the terms of the employment contract?

A It was fifteen dollars during that period.

Q Then overtime of $3.30 was paid in the week?

A Yes, sir.

Q That we have examined?

A That is correct.

Q Now, Robert Mountique?

A Robert Mountique. Here it is.

Q What was his basic rate of pay, as specified in the employment contract?

A $15.00 a week, guaranteed, thirty cents per hour basic rate.

Q I find here the week of December 2, 1940. Will you state how many hours he worked in that week?

A Fifty-four hours.

Q Will you state the compensation he received?

A $18.30.

Q And I believe you have already computed that that is at the rate of forty-five cents per hour above forty hours?

A Above the first forty hours, that is correct.

Q Will you go to Leonard Brewer?

A Here he is. J. L. Brewer.

Q Will you look at the week of January 9, 1939?

A Yes, sir.

Q And state how many hours Mr. Brewer worked in that week?

A Sixty-three hours, January 9, 1939.

Q Now, I refer you to his wage contract, dated October 22, 1938, and will ask you what

the basic rate of pay was as specified in that contract?

A Thirty-four cents an hour for the first forty-four hours during that period.

Q Now, will you make a computation to see what, under the terms of this Leonard Brewer should have received in the week of—

A January 9.

Q —January 9, 1939?

A For the first forty hours, thirty-four cents an hour.

Q That is forty-four hours?

A The first forty-four hours during that period, that is correct; $14.96, and sixty-three hours, that is nineteen hours at time and a half, it would be nineteen times fifty-one, $9.69 more, it would be $24.65.

Q Now, will you state what Mr. Brewer received for total pay in that week?

A He received $32.50, he received one check of $20.00, and two and a half, and ten, that is $32.50 that he received.

Q Now, do you happen to know that Mr. Brewer is one of these bookkeepers who did Sunday morning work?

A Yes, sir, he is.

Q And that the $2.50 check was for that work?

A That was for that work, that is correct, and then there was just that special job, and the rest was overtime, that he had to work, if somebody was sick, and he probably put in a lot of overtime, and got paid for it.

Q Now, is the character of checking you have just exhibited, the character of checking that has been done, as to all these employees, that the wage and hour division has selected?

A That is the character of checking, except he did not go into the union employees' contract, and I believe you and Mr. Richards have agreed

you would not fool with them, because they are covered by union contracts, and are something else.

Q And the result of that checking is to disclose the two instances you have already referred to?

A That is correct.

Q Now, I hand you a similar wage computation sheet, as to employees of WFAA?

A Yes, sir.

Q And will you refer to the sheet as to J. L. Wicker, please?

A J. L. Wicker, All right. I have it here.

Q Will you refer to the week ending March 15, 1939?

A March 15, 1939. Yes, sir, fifty-nine hours.

Q He worked fifty-nine hours?

A Fifty-nine hours, and received $47,29.

Q Now, can you say, without going to the trouble of checking again, that 71¢ was the basic rate at that time?

A I would have to check with his letter there. Mr. Purnell.

MR. SEARLS: I do not think, Mr. Purnell, we have any letters.

MR. DUKE: It is the radio station.

MR. SEARLS: Oh, the radio station?

MR. PURNELL: Yes, it is the radio station.

Q (BY MR. PURNELL) I hand you employment contract, and ask whether you can state from that, that seventy-one cents was the basic wage?

A Yes, sir, I can state that seventy-one cents is the basic hourly rate.

Q Yes, sir. Now, will you make the computation to ascertain what Mr. Wicker should have received?

A It was fifty-nine hours total, wasn't it?

Q Yes.

A For the first forty-four hours, at that

time, he should have gotten forty-four times seventy-one, thirty one dollars ($31.24) twenty-four cents; for the next fifteen hours, he should have gotten fifteen times $1.06½ cents, to be exact, it would be $15.97½ cents, it would be $47.21. He was paid $47.29.

Q Is that difference attributable to the fact that he was given the benefit of the odd half cent on the overtime?

A That is right, that is what it makes out there.

Q Now, is that the character of checking that has been done as to WFAA employees?

A Yes, sir, that is the character of checking that has been done.

THE COURT: I would like to ask you a question here, however, if you made a compilation on the government's theory, on what Wicker should have had?

A No, we didn't, Judge. The government was making all those compilations or computations.

THE COURT: Do you know whether the government's computations differ from those?

A No, sir, I don't. I don't know that.

THE COURT: All right.

Q (BY MR. PURNELL) Do you know what the government's theory is?

A No, sir, I never did get it.

Q Sufficiently to make any computation?

A No, sir; no, sir.

Q If the government says that the computation should be made on a basis of some average total earnings, divided by average hours worked, do you know what period the government seeks to use for that computation?

A No, sir, I don't.

THE COURT: All right.

MR. PURNELL: We turn the witness over now, but I suppose it is understood that other

issues may develop, and testimony may develop, and this witness may be available to be recalled?

MR. SEARLS: Yes.

RE-DIRECT-EXAMINATION

BY MR. SEARLS:

Q Mr. Donosky, you spoke this morning of a schedule of hours for the different departments?

A I said different schedules, yes, sir.

Q Have you a printed or written schedule that is in effect for the different departments at the present time?

A No, sir, we have not. The only place that we have that is in the mechanical departments, as I say they are covered by union contracts, where everything is detailed and specified, but the other departments, I don't remember, they are around the building.

Q Now, in the case of Roosevelt Burleson and Robert Mountique those are both paper handlers, are they?

A. Yes, sir, both colored paper handlers.

Q I will show you the sheet again for Roosevelt Burleson?

A Yes, sir.

Q He was paid before the Act went into effect at what rate?

A I don't know, I will have to look it up.

Q I mean, don't those sheets—

A It doesn't show—yes, it does, too, yes, it does, back here in August, 1938, paid $15.00 a week, that is right.

Q That was for a six day week?

A For forty-eight hours, apparently.

Q Well, he worked eight hours a day, six days a week, is that correct?

A I presume so.

Q And Robert Mountique was paid on the same basis?

A Yes, sir, he was a paper handler, that was dealt with the same way, without dealing with these sheets, I know it was.

Q The weeks when he was paid $17.50 before the Act, he worked an extra day?

A Yes, sir, they would go out and help handle a car of paper, something of that sort, that is right, or some other one was sick down there, and they had to call on him to work, both of them got paid during those weeks.

Q And this $2.50 that was called to your attention, in the case of Mr. Brewer, was the regular payment made to each of the bookkeepers for Sunday work?

A Those that come down and do that checking of the classified ad prices on Sundays, that is correct.

MR. SEARLS: That is all for the present.

THE COURT: All right, call your next witness.

## MARTIN B. CAMPBELL

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q What is your full name?

A Martin B. Campbell.

Q You are connected with Radio Station WFAA?

A That is correct, sir.

Q In what capacity?

A Managing director.

Q What kind of programs does that station put on, Mr. Campbell, I mean,—

THE COURT: Can't we stipulate it? I just don't like to take so much time, they have got—

MR. SEARLS: I might say at this point—

THE COURT: —a station, radio station, fifty thousand watts, and goes all over the coun-

try, I imagine. Can't that go in the record? That is what you want, isn't it?

MR. SEARLS: We have one stipulation as to some of those facts, which I will offer now.

THE COURT: All right.

(At this time the instrument above referred to, and designated Stipulation, was marked by the Reporter, "plaintiff's Exhibit No. 16".)

MR. SEARLS: Now, I am going to offer also, Mr. Purnell, this second stipulation.

MR. PURNELL: That is all right.

(At this time the instrument above referred to, and designated as stipulation, was marked by the Reporter, "Plaintiff's Exhibit No. 17".)

Q (BY MR. SEARLS) Mr. Campbell, will you please tell us the departments into which the employees of WFAA are divided?

A Technical, program, one sub-division is music, and continuity; and business office.

Q I will ask you about some of the employees, Mr. James Alderman. What work does he do?

A He is an announcer, handling especially news, news broadcaster and announcer.

Q Does he write up any news before he broadcasts?

A No, sir, only in emergency. Well, regularly, I believe maybe he does do one or two news reports a week now, not as a regular thing.

Q Charles D. Armentrout?

A A bookkeeper.

Q He is the only bookkeeper?

A He has an assistant.

Q And he keeps all the books?

A Records of the—

Q Station?

A —Station, yes, sir.

Q Velma Boyce?

A My secretary, secretary to the managing director.

Q Olin Brown?

A Operator, control room operator, Technical Department.

Q Can you explain just what he does?

A We were discussing that this morning; I don't know whether I can or not. He has charge of technical equipment that feeds the programs from the studios to the transmitter. There are some mixing panels and things of that sort.

Q Mary Louise Crowdus, what does she do?

A She is a secretary.

Q General secretarial work, or is she a secretary?

A I believe she is with Mr. Keese.

Q Mr. Keese?

A K-e-e-s-e (spelling).

Q What is his position?

A He is manager of the station.

Q Teddy P. DeHay?

A Traffic, he has charge of the receiving of the program information and scheduling of the programs in the program book.

Q That is fitting the programs into the time that you have?

A Keeping a record of it, that is correct, yes, sir.

Q William C. Ellis, is his work generally similar to Mr. Browns?

A Yes, plus the fact that he has charge of the receiving and handling the transcriptions.

Q What are these transcriptions?

A Transcriptions are records that we receive, recordings made especially for broadcasting, we receive from various sources for use on the station.

Q And when you say he has charge of handling them, just what does he do?

A Well, he has charge of receiving them,

he receives them, makes a card index file on them, tests them, checks them.

Q To see how long they will run?

A To see if they are ready, yes, sir, checks the time on the recordings.

Q Cecil I. Hartzell?

A An announcer.

Q Arthur C. Kuehn?

A Kuehn, librarian.

Q What is he?

A He has charge—

Q What does he do?

A He has charge of the library, musical library, card indexes, and clearing of programs, clearing of music.

Q Eudell Martin, what does he do?

A Well, he is on the night desk, he is in charge at night, or rather, at the reception desk at night on the telephone. He was formerly in the bookkeeping department.

Q Does he do something known as veritype?

A He did temporarily, some few months ago. Veritype is simply a typewriting which is used on the facsimile machine.

Q Was that in connection with your experimental radio edition—

A That is correct, yes, sir.

Q Of news you put out for awhile?

A That is correct, yes, sir.

Q Eugene Stanley, Martin, what is he?

A He is the news processor. He receives the news as it comes in over the wires, and re-writes it for presentation on the radio.

Q Does it come in over the wire direct to station?

A It comes in on a printer service, yes, sir, directly to the station.

Q James Orville Raines?

A Raines was at one time office boy, and later was the veritype operator, and the editor

of the facsimile. He is no longer with the station, with the News, I mean.

Q T. W. Sharpe?

A Control operator.

Q The same as Mr. Brown?

A That is right.

Q W. Hal Thompson?

A An announcer, also assistant program director.

Q J. L. Wicker?

A Control operator, the same as Brown.

Q Mr. Campbell, will you look those over? You have read them, have you?

A These? Yes.

Q Yes. I will ask you particularly about these last two items, on the second page, beginning with Mr. Campbell, those are not signed, to Mr.—do you know from whom—to whom those names were addressed?

A No, sir, I don't remember, I am familiar with the memoranda of this sort. I have gotten them from the various people at the News, Mr. Collins and myself, and this particular one.

Q Which one are you referring to?

A These two, the last two items on the second page.

Q Do you recall whether you received that memo?

A I don't recall that I did, very likely I did, because some of the questions answered here are questions that came up.

Q I understand that you have tried to locate the originals of these memoranda, and have not been successful?

A I believe that is true.

MR. PURNELL: Yes, we looked for those and couldn't find them. As I understand, they were found attached to the contracts, according to Mr. Richards, but they were not attached to the contract, when those contracts were taken

from our files, and nobody has been able to find those.

MR. SEARLS: I will offer these.

(At this time the instrument above referred to, consisting of two pages, and containing copies of memoranda, was marked by the reporter, "Plaintiff's Exhibit 18".)

MR. PURNELL: I am not going to object to the offering of them, but I assume they will be treated in the light of the testimony of Mr. Campbell, that he does not remember those particular letters, although they read somewhat familiar to him, are of the character of others he received, and I assume they will be passed upon in the proper light.

MR. SEARLS: I assume he had that, as to the last two.

MR. PURNELL: Oh, whatever the evidence is.

Q (BY MR. SEARLS) Mr. Campbell, when you say you received letters perhaps like this, but you don't remember them, you are referring, are you, or are you, to the last two or so of them?

A I am not sure whether that is addressed to Mr. Calhoun, or rather addressed by Mr. Calhoun to various members of the staff, passing through my hands or not. However, I have seen various memoranda on this general subject, I mean as to identifying specifically one as against the other, I cannot do that.

Q Do you say that you do not recall any of those specifically?

A No, sir, I do not. Now, with the exception of this last one, I do recall having seen that.

Q That is the last one on the second page, to the one addressed to me, the new wages and hours.

MR. SEARLS: I offer that.

(At this time the instrument above referred to, consisting of two pages, was heretofore marked by the Reporter as "Plaintiff's Exhibit 18" on page 116 of this record)

MR. SEARLS: You may inquire.

CROSS EXAMINATION

BY MR. PURNELL:

Q Mr. Campbell, there is one question I wish to ask; it relates to a matter that is covered by the stipulation, as to the interstate commerce character of WFAA. The stipulation says that WFAA is heard beyond the state. I assume that is true?

A Yes, sir.

Q Now, I want to ask whether the commercial coverage of WFAA, that is to say, the area which WFAA covers, as represented to advertisers in selling radio time to advertisers, whether that commercial area goes beyond the state line?

A It goes into the Southern Counties of Oklahoma, and what is known as the primary coverage area.

Q The southern counties of Oklahoma?

A Yes, sir.

Q Beyond that, does it go beyond the state line?

A I do not recall just where the line is; I think so. I think perhaps southwestern Arkansas, a few counties, and a few in northwestern Louisiana, comes within the primary coverage, area. However, the bulk, that is, a small part of the primary coverage, which is based in Texas, I should say, guessing and guessing only, with a fair knowledge of the coverage area that ten percent or less is outside the state.

Q That ninety percent or more of your commercial coverage—

A Primary coverage, yes, sir.

Q —is within the state?
A Yes, sir.
MR. PURNELL: That is all.
THE COURT: All right, call your next witness.

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H. C. WITHERS

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q Your full name is H. C. Withers?
A Yes, sir.
Q And how long have you been connected with the Dallas News?
A Since 1904.
Q In what capacities, Mr. Withers?
A Well, in various capacities; at present as managing editor. I have served as reporter, sports editor and city editor.
Q I want to ask you some questions about the various departments of that paper, and their operations. Do you have a department in which the editorials are written?
A Yes, sir.
Q Who is in charge of that?
A Dr. J. J. Taylor is editor in chief, and Mr. Ruggles is the executive editor in charge of the—
Q Mister who?
A Mr. W. B. Ruggles.
Q And how many employees are there in that department?
A I would have to guess at that, since I have no jurisdiction in that department, I would say perhaps fifteen or twenty.
Q Your immediate department is the News Department, is it?
A Yes, sir.

Q And what type of employees work in that department?

A Reporters, copy readers, artists, photographers, editors, desk men; I mean by editors.

Q Is that what is known as re-write men?

A We have some re-write men, and using the term "editors," I mean men who edit the copy.

Q Now, do you have a department there known as the morgue?

A Yes, sir, that is on that floor, too.

Q What is that?

A That is a place where we file pictures and cuts and biographies.

Q For future use?

A Yes, sir.

Q And how many employees there?

A There are three.

Q Does Miss Moffett work there?

A Miss Moffett, yes.

Q Is there an advertising department?

A There is an advertising department, yes.

Q Who is in charge of that?

A Mr. Dave Smith is in charge of the local advertising department, and Mr. Harry Guy in charge of the National Advertising department; Mr. Vaughan is in charge of classified advertising.

Q You have a building maintenance staff, I presume?

A Yes, sir.

Q Who is in charge of them?

A Mr. Robbins, Mr. Hugh Robbins, I think.

Q By that staff, you mean janitors—

A Yes.

Q —elevator operators, watchmen and so forth?

A Yes.

Q Now, the composing room, what is done there?

A They set the type, make up the forms of the paper.

Q The employees there are members of a union, are they?

A The typographical union, yes.

Q The type-setters, in which department do they work?

A In the composing room.

Q Well, what is the difference between them and the other employees in that room?

A Well, they have men who set the type, and they have men who assemble that type, and put it into form, and they have men who read the proof of that type, after it has been set.

Q You have men known as make-up men?

A Yes, they are the men who assemble the type and put it into forms.

Q Now, the linotypers operate linotype machines?

A That is true, yes.

Q And can you give us a little more detail on that?

A I don't know just what you mean, but a piece, a copy or a story is sent up from the news department to the composing room, and they have a member that belongs in the composing room, and is a member of the typographical union, who apportions that copy to operators, who take it and set it on linotype machines.

Q And you have on the staff PBX operators?

A Yes, sir.

Q That is a telephone operator, isn't it?

A Yes.

Q What is this schedule?

A That is a schedule of the press time of our editions.

MR. SEARLS: I will offer this, Mr. Purnell.

(At this time the instrument above referred to, con-

sisting of one page, and designated "Schedules for the Dallas Morning News," was marked by the reporter, "Plaintiff's Exhibit No. 19".)

Q Now, Mr. Withers, looking at that schedule which has just been put in evidence, will you give us more detail about what you have just said?

A Well, the first item on the schedule is the early city edition, which the schedule states that the starting time is 8:27 P.M. That means that the forms leave the composing room at that hour. The last form of the paper; the next item is the first city edition, the last form leaves the composing room at 1:00 A.M.

Q So, in the first column, under early edition, it says, 10-7:50 P.M. What does that mean?

A Well, this schedule is set up for the last ten pages that go into the composing room. For example, no specific time for sending in other pages, that go in before that time, has been set up, but in order for the department, the stereotyping department, to make its schedule in casting these plates, it is necessary for a definite time to be fixed for sending in the form for the last ten pages, and they are numbered from the bottom up, the first of those pages to go in, which is marked No. 10, must go in at 7:50 P.M. The second, which is marked No. 9, must go in at 7:55; the next, the 8th at 8:00; the next at 8:05; the next at 8:10, and so on down the line, and the last page, which is usually page No. 1, goes in at 8:27.

Q In other words, this represents the schedule that your work has to go through the composing room, or the plant, which is it?

A Go out of the composing room into the stereotyping foundry.

Q In order to keep your scheduled publication?

A That is right.

Q The A. H. Belo Corporation ceased publishing the Semi-Weekly Farm News, about December 31, of this last year, didn't it?

A That is true.

Q While that paper was being published in addition to the Morning News, did the employees in the plant work on both papers?

A I couldn't say as to the mechanical departments; in the News department, they were not the same employees, they were different.

Q Well, did any of the telegraphed news that was received, was that used in the Farm News?

A Yes; yes.

Q And that was written up by whom?

A It wasn't written up, they just picked up the type, reduced it, for example, if in the daily paper we had a—

MR. DUKE: Go ahead, Mr. Withers?

A If in the daily paper we had a story that they wanted to use in the Semi-Weekly, but it was too long for their space, they would take the first three or four paragraphs out of it, in some cases they may have re-written it; I had no control or jurisdiction over the Semi-Weekly staff.

Q Who did, Mr. Withers?

A Mr. DeWitt McMurray, and after his death, his son, Ray McMurray.

Q I show you, Mr. Withers, copy of the Dallas Morning News for the issue of August 20, 1940. Take this story here in the right hand column about night raiders pound many British areas, that was received by Associated Press, was it not?

A Yes, sir.

Q The Associated Press maintains an office in the News building?

A Yes, they have a night office there.

Q Now, in what form, what physical form does the News receive the Associated Press stories?

A Well, it is on long sheets of paper that come off of the teletype machines.

Q How does it get into your office?

A It is delivered by a copy boy.

Q And it goes to which department?

A What we call the Universal copy desk.

Q Who works there?

A Well, we had Mr. Simmons, who is in charge of the Universal copy desk; do you want me to name the people?

Q Well, Mr. Simmons works there?

A Yes.

Q Who is in charge of that desk?

A Mr. Simmons.

Q How long has he been in charge of it?

A Oh, slightly more than a year.

Q Well, it goes to the desk where he works, and what is done to it there?

A Well, he either handles it himself, or passes it around to some of the copy readers who are sitting at the desk.

THE COURT: Let me ask you this. I am just jealous about my time. Is there any question here about any interstate commerce?

MR. PURNELL: Your Honor, we take the position, and we are not going to spend much time in presenting it, but we take the position that the News circulation is limited so largely to our state that it is not engaged in interstate commerce in such wise as to come under the coverage of the act.

THE COURT: Why, it goes all over the nation. I have bought it in every big city in the nation; I think it is just taking up the court's time.

MR. PURNELL: Well, we have a stipulation, and our stipulation was designed to cover nearly all of this.

THE COURT: Is there anything else in this,

except taking up time? There isn't another point in it.

MR. SEARLS: So long as coverage, Your Honor, is an issue, and as long as Your Honor stated this morning this case may be appealed.

THE COURT: I don't know.

MR. SEARLS: On the matters covered in the record, I have only in mind asking Mr. Withers about the course that two or three typical items follow through the plant.

THE COURT: All right. You see, I have other cases set, counsel, and you have got some simple issues here, and I think we ought to get down and try them. We have spent nearly the whole day here on formalities, pretty much on formalities.

MR. SEARLS: We will put it through as rapidly as we can, Your Honor.

THE COURT: Yes.

Q (BY MR. SEARLS) Mr. Withers, after that goes to the Associated Press—what did you call it, telegraph—

A Universal desk.

Q They do what to it?

A Well, they edit it, write heads on it, and then send it to the composing room.

Q When you say they edit it, do you mean they cut out part of it?

A Oh, yes.

Q They discard some stories altogether?

A Yes, indeed.

Q And in those that they retain, do they change the wording?

A If it seems desirable.

Q But, in most instances, do they?

A Well, I wouldn't say in most instances they change the wording, but in most instances, they cut out some of the story.

Q Now, where does it go from there?

A It goes to the composing room.

Q And there it is set up into type?

A Yes, sir.

Q And goes from there where?

A After the type is set and assembled, it is sent into the stereotype department, where the plates are cast.

Q And after it is stereotyped, it is ready for the press, is it?

A They send the plates to the press room.

Q Now, taking that same page of the paper, you have here in the upper left hand half of the front page, Associated Press Wire Photo?

A Yes.

Q In what form do those come in?

A They come in as photographs.

Q And are delivered to whom?

A Well, they are delivered to the picture editor.

Q Now, you also receive, do you not, a number of special features, such as columns by Alsop and Kintner?

A Yes, sir.

Q Who receives those?

A Well, most of them come to my desk, and I send them over to the desk of the assistant manager, Mr. Winers, who then sends them over to the Universal desk.

Q Then, after that, they followed the same course as the Associated press?

A They do.

Q How about the comic strips, in what form do they come in?

A They come in in matrix.

Q What are those?

A So-called mats, reproductions of drawings on heavy cardboard paper, just a matrix of the drawing.

Q And they come in. Who receives those?

A Well, they are sent up to my office; the secretary usually sends them over to Mr. Winer.

Q And who is your secretary?

A Mrs. Cranbow.

Q Now, what is the process of reproducing those?

A They are sent to the stereotyping department, who makes lead casts of them.

Q From which the ones we see in the paper are printed?

A That is right.

Q Some of the stories that appear in the morning, some of the local stories are also used by the Associated Press, are they not?

A They are all delivered to the Associated Press, they use a great many of them, I could not say how many.

Q In what form are they delivered to them? In the form of a copy of the paper?

A No, no. Carbon copies of the stories the reporters write.

Q And do you submit to them staff photos?

A Well, not as a rule.

Q Only when requested?

A Only when requested, yes.

Q I show you this booklet, Mr. Withers. Was that put out by the News in 1939?

A I could not say as to the date.

Q I think there appears a story about the paper out at Lufkin. It says as of this time, April 20, 1939?

A That is right.

Q That contains a fair and reasonably complete description of the processes of putting out your paper?

A Yes, I think so, as I recall; it has been sometime since I have read it.

MR. SEARLS: I will offer this, Your Honor.

(At this time the instrument above referred to, being a booklet containing 24 pages and being designated

"Making a Metropolitan Newspaper", was marked by the reporter, "Plaintiff's Exhibit No. 20".)

MR. SEARLS: I also offer, Your Honor, at this time, this copy of the Semi-Weekly Farm News, dated Tuesday, September 24, 1940.

(At this time the instrument above referred to, consisting of two sheets, and designated "The Semi-Weekly Farm News" was marked by the reporter, "Plaintiff's Exhibit No. 21".)

MR. SEARLS: And this copy of the Dallas Morning News, dated Tuesday, August 20, 1940.

(At this time the instrument above referred to, consisting of twenty-four pages, and designated "Sunrise War Edition, The Dallas Morning News," was marked by the reporter, "Plaintiff's Exhibit No. 22".)

MR. SEARLS: You may inquire.
MR. PURNELL: No questions.
THE COURT: Call your next witness.

HARRY D. GUY,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q Have you been sworn, Mr. Guy?
A Yes, sir, this morning.
Q What is your full name?
A Harry D. Guy.
Q You are connected with the Dallas News in what capacity?
A Director of National Advertising.
Q Is the Dallas News represented in any way by a company called John Woodward, Incorporated?
A John B. Woodward, yes, sir. John B. Woodward, Incorporated.
Q Where are they located?

A They have offices in New York, Chicago, Detroit, San Francisco, and Los Angeles.

Q What is the nature of the business the News does with them?

A They represent us in the National Field, and in the solicitation of national advertising.

Q Does the News receive advertisements from Woodward?

A Through Woodward, not from Woodward, but through Woodward.

Q That is, Woodward gets—

A As our agents.

Q —gets the contract, but the advertising is sent directly to you from the advertiser, is that it?

A Sometimes; sometimes they are sent to Woodward, and Woodward transmits them to us.

Q When you receive an advertisement from an out of state concern, what do you get, physically?

A You mean in the way of printing property?

Q Yes.

A Well, we receive copy in the forms of just printed copy, or typewritten copy; sometimes in the form of a plate or a matrix.

Q Will you tell us what happens to those, when they are received? What is the process they go through?

A Well, they are received in the regular mail in the office; they are sent to the bookkeeping department, the gentlemen in the bookkeeping department who schedules the copy, sees that it appears in the News on the proper date, the proper insertion date, after which the advertisement is charged, and billed to the advertiser.

Q Does that complete the story, until they get them typed or in the form in which they are reproduced?

A Briefly, I think that covers the route of the national copy.

Q You also receive some out of state advertisements, which are not procured for you by the Woodward concern, do you not?

A That is right.

Q One of the employees in your department is Mrs. Helen McCune-Lovell?

A Yes, sir.

Q Tell the court what her duties are?

A Well, Mrs. Lovell's duties primarily are one of miscellaneous clerk, I suppose, wherein she addresses envelops, and direct by mail literature, and during certain seasons of the year, she serves as a reception clerk in the lobby of the building, waiting upon tourists and others seeking information with reference to vacation resorts and automobile routes.

Q That covers it, does it?

A Pretty much, yes, sir.

MR. SEARLS: You may inquire.

MR. PURNELL: No questions.

THE COURT: All right.

MR. SEARLS: Is Mr. Mills here? Is Mr. Brown here?

MR. DYER: Yes, Mr. Brown is here.

OLIN S. BROWN,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q What is your full name?

A Olin S. Brown.

Q Do you work at Radio Station WFAA?

A Yes, sir.

Q In what department, Mr. Brown?

A In the control room, plant department.

Q Will you tell the court what you do, what your duties are?

A Fundamentally to properly coordinate and

corelate program switching, to monitor and mix locally produced studio shows, that is, to control volume.

Q The volume of the program?

A From the various microphones, the incoming microphones, to balance the volume of those properly.

Q Who is your immediate superior?

A Raymond Collins.

Q How many others work in that department with you?

A On the particular job I have, three are doing the same work.

Q They are whom?

A Bill Ellis and Loran Wicker.

Q What is your hourly rate?

A Eighty-four cents.

Q What?

A Eighty-four cents at present.

MR. SEARLS: You may inquire.

MR. PURNELL: No questions.

W. W. SNODGRASS,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q What is your full name?

A W. W. Snodgrass.

Q You are employed by the A. H. Belo Corporation?

A I am.

Q In what capacity?

A I am night building man, night watchman. Night watchman.

Q And what did you say before that?

A Night building, or night watchman.

Q Since this time card system was instituted, you have turned in a card every week, have you?

A Yes, sir.

Q Now, remembering back, Mr. Snodgrass, to October of 1939, at that time was there any change in your working hours?

A I don't remember.

Q What did you say?

A I don't think so.

Q Or in last October, 1940, was there any changes?

A No, sir.

Q You will have to speak up a bit?

A No, sir.

Q And was there any change on either of those dates in your pay?

A No, sir, the same as it is now.

Q When you hand in your time card, Mr. Snodgrass, to whom do you give it?

A I give it to the department head.

Q That is who?

A Mr. Robbins in my case.

Q And when do you get your pay check?

A On the same day, at the time I sign the card.

Q That is, you hand in your time card to Mr. Robbins, and you get your pay check from him?

A Yes, sir, or his—one of his representatives.

Q If he is not there?

A He isn't always at the desk.

Q What time is your starting time?

A Our time starts Tuesday and ends Monday night.

Q No, I mean what time of the day do you start?

A Oh, my work time?

Q Yes.

A I start at 6:00 o'clock in the evening.

Q And you quit when?

A 6:00 the next morning.

Q That is for how many days a week?

A I work three nights a week, I work one day in the daytime, on Sunday, I work ten hours on Sunday.

Q Are you on the premises all of the time, from the time you start work until the time you quit?

A Full time, yes, sir.

MR. SEARLS: You may inquire.

CROSS EXAMINATION

BY MR. PURNELL:

Q Mr. Snodgrass, I observe from the employment contract as to you, dated October 22, 1938, that your basic rate of pay by the contract is thirty-four cents per hour, and that you are guaranteed a weekly minimum of $20.00?

A That is right.

Q Is that correct?

A That is correct.

Q Have you ever at any time failed to receive full payment in accordance with that contract?

A I never have.

MR. PURNELL: That is all.

THE COURT: All right.

JOHN WILKINS NEWNAM,

Called on behalf of Street, et al, being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q What is your name?

A John Wilkins Newnam.

THE COURT: Newman, is it Newman?

A No, sir, Newnam.

Q (BY MR. SEARLS) How do you spell it?

A N-e-w-n-a-m (spelling).

Q And you work for the Dallas News?
A Yes, sir.
Q What are your present duties?
A Classified collector.
Q That is, you collect for Classified advertisements?
A Yes, sir.
Q How long have you been doing that?
A Just about a year.
Q And what did you do before that time?
A Worked on the mail desk, mail clerk.
Q Will you tell us what your duties were at that time?
A Distributing all mail that came in, and handling the mail that was going out.
Q How long have you been employed by the News?
A A little past five years.
Q Since this time card system was started, have you kept a record of your time?
A No, sir, just on the weekly time card.
Q Well, that is what I mean?
A Yes, sir.
Q And you have turned that in each week?
A Yes, sir.
Q You turned that in to whom?
A To the bookkeeping department, where I get my check.
Q What person do you hand it to?
A Mr. Truly.
Q Mister who?
A Mr. Truly.
Q Mr. Truly?
A Yes.
Q When do you turn in your time card?
A Every Tuesday afternoon.
Q And when do you receive your pay check?
A Immediately afterwards.
Q From Mr. Truly?

A Yes, sir, or someone else in the bookkeeping department, if he is absent.

Q Now, at the time you were working on the mail distribution, what time did you start work in the morning?

A Between 7:00 and 7:15.

Q And when did you quit for the day?

A The time of quitting was 4:30, unless—

Q 7:00 or 7:15 to 4:30?

A Yes, sir.

Q And you took time off for lunch?

A Yes, sir.

Q How much?

A Usually two hours.

Q What? How much?

A Usually two hours.

Q Two hours. That was for how many days a week?

A Six.

MR. SEARLS: You may inquire.

MR. PURNELL: No questions.

ADAMS CALHOUN,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q Were you sworn, Mr. Calhoun?

A Yes.

Q What is your full name?

A Adams Calhoun.

Q And are you employed at WFAA?

A Yes.

Q What are your duties there?

A Well, principally pay-master.

Q What do you do?

A Keep the record of salaries, pay the checks, issue the checks.

Q Do you make up the checks?

A Yes.

Q Do you receive the time cards the employees turn in?

A Yes.

Q From the employees?

A Yes.

Q The payday at the station is the same as at the News, is it, on Tuesday.

A Yes, sir, it is.

Q And when are the time cards turned in?

A When the checks for the week are received, the time cards covering the same week are turned in.

Q Mr. Calhoun, I will show you these transcriptions of pay-records, which were put in evidence, transcriptions of the pay records of the employees of WFAA. Will you look at that sheet for Mr. Olin Brown? I call your attention to the week ending April 24, 1939?

A Yes.

Q Now, during that week, according to that record, he worked how many hours?

A Sixty-six.

Q Now, his regular weekly salary was forty-five dollars, was it not?

A At that time, yes.

Q And for that week he was paid $57.94, wasn't he?

A For the week of sixty-six hours, yes.

Q Now, will you explain how the $57.94 was calculated?

A Yes, sir, the difference between the point at which we reckoned his additional overtime was fifty-four hours, the difference between the fifty-four and sixty-six, was the number of hours on which we calculate his time and a half overtime.

Q At that time, Mr. Calhoun, did you figure the overtime after fifty-four?

A Yes.

Q Or after fifty-four?

A Yes.

Q Or after fifty-four and a half hours?

A Let me see the date, 1939, fifty-four and a half.

Q Fifty-four and a half?

A Right.

Q Now, there was a time, was there not, when you figured his overtime after fifty-four hours?

A That is right.

Q That was between October 24, 1939 and October 24, 1940?

A That is right.

Q And after October 24, 1940, above what limit did you figure the overtime?

A After October, 1940, to be exact, it was fifty-three and three-tenths. We usually made it fifty-three hours.

Q Did you say fifty-two, or—

A Fifty-three and three-tenths.

Q Fifty-three and three-tenths. You may inquire.

THE COURT: Just a minute. Let me ask you, Mr. Calhoun, if I may interrupt, gentlemen? You say on this date that he worked sixty-six hours on the week ending April 24?.

A Yes, sir.

THE COURT: For that—not for that, but for his regular salary, the salary he was getting that week, he would have received $45.00?

A That is right.

THE COURT: But for that particular week, you paid him $57.40?

A Yes, sir.

THE COURT: But began to figure overtime only after fifty-four and a half?

A That is right.

THE COURT: How did you do that?

A Because in his regular pay of $45.00, there is included time and a half after the regular time, which was then forty-four hours.

THE COURT: You conceive that $45.00 was over the wage and hour requirements to some extent?

A Yes, sir, and included time and a half above the specified time.

THE COURT: All right, thank you, gentlemen.

Q (BY MR. SEARLS) One question, Mr. Calhoun, which I should have asked you before. I will show you these copies of memoranda which are in. This is Exhibit P-18. Will you look at those?

A Which, particularly? All of it?

Q Yes, sir.

A Yes, I issued this.

Q You what?

A I issued this.

Q You issued the original memoranda of which those are copies?

A Yes, I signed them.

MR. SEARLS: That is all.

THE COURT: All right. Those are the ones Mr. Campbell did not recall exactly?

MR. DUKE: Yes, sir.

THE COURT: All right.

MR. SEARLS: That is all, Mr. Calhoun.

THE COURT: Any cross?

## CROSS EXAMINATION

BY MR. PURNELL:

Q Mr. Calhoun, this week of April 24, 1939, when Olin Brown worked sixty-six hours, he received $57.94. Will you state what Mr. Brown's basic rate of pay was, per hour, according to the agreement of October, 1938?

A Seventy-five cents.

Q And what was the overtime rate, according to the agreement?

A $1.12 1/2.

Q Now, will you make the computation on that basis, as to sixty-six hours, and see what pay he was entitled to under the terms of the employment agreement? This was during the first year of the Act, so it would take the first forty-four hours at seventy-five cents, wouldn't it?

A I didn't work it that way. Just a minute, let me—

Q I know, but work it my way and see if it comes out the same way as your way?

A All right, what is yours?

Q Take the first forty-four hours at seventy-five cents?

A All right; all right. Thirty-three.

Q That is thirty-three dollars?

A Yes.

Q Now, take the overtime hours of twenty-two hours at $1.125?

A $24.75.

Q What do you get?

A $24.75.

Q All right. $24.75. Now, add the two together, the $33.00 and $24.75 .

A $57.75.

Q And he was actually paid how much?

A $57.94.

Q All right, now, I will ask you if your way of calculating the thing did not come out with substantially the same answer, always?

A Substantially the same.

Q As this method of calculation?

A Yes, sir.

Q And if your method of calculation was not merely a short cut, a shorthand way of getting the answer quickly?

A That is all.

MR. PURNELL: That is all.

THE COURT: All right.

MR. SEARLS: That is all.

## ROBERT MOUNTIQUE,

Not being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q What is your name?
A Robert Mountique.
Q You work at the News?
A Yes, sir.
Q What department?
A The basement.
Q What do you do?
A Well, I save paper, and, well, really, I work in the press room, too, I work both places, the press room and the basement, just general cleaning up.
Q You say you work on the paper?
A Yes, sir.
Q You mean you receive it as it comes in?
A Yes, sir.
THE COURT: Were you sworn this morning, Robert?
MR. SEARLS: I don't know.
THE COURT: Well, stand up and be sworn.

(At this time the witness was sworn)

Q (BY MR. SEARLS) For the record, what is your name?
A Robert Mountique.
Q And you work in the paper room of the News?
A Yes, sir.
Q What other people work there in that same room?
A Nathan Fair and S. W. Smith.
Q Who?
A S. W. Smith.
Q Did Roosevelt Burleson work there?
A He did, he isn't working there now, but he did.

Q When do you go to work in the morning?

A Well, three mornings I go to work at 6:00 o'clock, and—

Q And you get off on those days when?

A I get off at five.

Q You take how much time off for lunch?

A Two hours off for lunch.

Q And the other people in the same room work the same hours those days?

A Well, no, sir, that other man that works there in the day, he doesn't have the same hours that I have, that is, not the same lunch hour.

Q Now, you have spoken of three mornings. How many days do you work a week?

A I work a week.

Q What time do you go to work the other days?

A Eight o'clock.

Q And you get off when?

A Five.

Q And on those days how much time do you take?

A Two hours on each day for lunch.

Q When you hand in your time card, to whom do you hand it?

A Well, there is a place on the desk that I usually put my time card, on the boss' desk, in the press room.

Q When you hand it in, to whom do you give it?

A To Mr. Sam Moss.

Q What is his job?

A He is boss down there.

Q What day do you give it to him?

A On Mondays.

Q And you get paid on Tuesdays?

A On Tuesdays, yes, sir.

Q Now, who hands you your pay check?

A Mr. Martin Josh, as a rule.

Q That is his job?

A I think he is a boss in the press room, I am not sure, but that is what I think.

Q Before the Fair Labor Standards Act went into effect, on October 24, 1938, what pay did you get there?

A Fifteen dollars a week.

Q That is for a six day week?

A Yes, sir.

Q If you worked the seventh day, what did you get for that?

A Well, $17.50.

MR. SEARLS: You may inquire.

MR. PURNELL: No questions.

## HAL MEDFORD MORROW,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q What is your full name?

A Hal Medford Morrow.

Q You work at the News?

A Yes, sir.

Q In what department?

A Mailing department.

Q What do you do there?

A Well, the various duties that are to be performed in the mailing and routing of the Dallas News.

Q What do you do in connection with those papers that are sent out through the mail?

A Address them, bundle them.

Q And deliver them to whom?

A We just drop them down a chute that comes up to our department there.

Q What day of the week do you hand in your time card?

A Monday morning.

Q To whom?

A To the foreman of the department, usually

he isn't at his desk, and we just drop it on his desk there.

Q Your weekly salary at present is $30.00, is it?

A That is right.

Q Does that represent a raise that you have received in the last two or three years, from some other figure?

A Yes, sir.

Q What was that previous figure?

A $28.00 weekly.

Q Do you recall to what date you received the $28.00?

A No, I don't.

Q Have you ever received any pay in addition to your weekly salary?

A Have I ever received any?

Q Yes.

A Yes, sir.

Q When?

A Well, I believe it was up until, May, 1939.

Q How much extra did you receive then?

A Well, it was just figured on the amount of overtime that was put in that week.

Q Do you know how many hours a week that was figured, when you say overtime, I mean over how many hours?

A Well, I couldn't say right now. It was over whatever the set amount of hours was at that time. I would have to figure back a little bit.

Q You mean the amount?

A Yes, sir.

Q You mean the amount of hours as set by the law at that time?

A When the law went into effect, and before that, the amount of hours was set by the company.

Q Well, I am asking you now, Mr. Morrow, about the period from the time the law went into effect on October 24, 1938, to, I think you said, about May of 1939?

A Yes, sir.

Q During that period, when you received extra compensation in excess of how many hours did you work those weeks?

A Well, I believe when the law went in, it was forty-four. If we worked in excess of forty-four, we received the pay for it.

Q Do you know on what basis that overtime was figured?

A Time and a half.

Q Time and a half for what, Mr. Morrow?

A My salary that I was receiving, yes, sir, at that time I believe it was $28.00.

Q Do you know how that was figured?

A No, I don't.

Q Oh, you have been receiving a vacation with pay, have you?

A Yes, sir.

Q Since when?

A I believe last year was the fourth that I received a vacation with pay. I received a few weeks paid vacation only two years.

Q And before that you received how much?

A One week for two years, and before that none.

Q Did you have any discussion with anybody before you received the two weeks instead of one?

A Yes, sir, the employees in the room there got up a little letter, and sent it into the management and requested a two-weeks paid vacation and in the letter, we waived any right for overtime, if we would receive the vacation.

Q Do you recall when that was?

A No, I don't. It was sometime previous to the summer of 1939; I couldn't say when.

MR. SEARLS: You may inquire.

CROSS EXAMINATION

BY MR. PURNELL:

Q Mr. Morrow, at that time a contract was made with the people in your department, specifying a basic wage, and time, overtime, and a guaranteed minimum sum, was there not?

A Yes, sir.

Q And you got the two weeks vacation, did you?

A Yes, sir.

Q With pay?

A Yes, sir.

Q And was overtime paid regularly, thereafter, whenever you worked over the legal maximum on the basis of the rates specified in the letter agreement?

A Well, I never worked overtime on the basis specified in that agreement.

Q I see. You never have had occasion to receive more than your minimum wage?

A That is right.

Q You have received that?

A Yes, sir.

MR. PURNELL: That is all.

THE COURT: All right.

MR. SEARLS: That is all.

CLIFTON B. MILLS,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q State your full name?

A Clifton B. Mills.

Q What do you do at the plant of the Dallas News?

A The electrician.

Q Can you give us in a little more detail what you do?

A Well, generally, I do just general electrical maintenance work.

Q On the machinery that connects the machinery there with the City Electric System, is that it?

A Well, no, all of our machinery is independently driven, but it is on a motor. I take care of all the motors, and the lights, and controlling apparatus.

Q When you hand in your weekly time card, Mr. Mills, to whom do you hand it?

A To the foreman, or the chief in my department, Mr. Guillot.

Q And on what day of the week?

A Usually Tuesday at noon, or Tuesday morning, sometimes Monday night after work.

Q And you get your pay check when?

A Tuesday, about noon.

Q From whom?

A Mr. Guillot.

Q What is your weekly salary at present?

A $42.50.

Q What was it in October, of 1938?

A I don't remember. I imagine it was about forty dollars.

Q Have you ever received any compensation in addition to your weekly salary?

A No, sir, with the exception of a bonus around Christmas.

Q Except for that, you have not?

A No, sir.

Q Have you ever made any request of any of your superiors that you would be paid on other than a weekly basis?

A No, sir, I have intended to several times, but I have not.

MR. SEARLS: You may inquire.

## CROSS EXAMINATION

BY MR. PURNELL:

Q Mr. Mills, I observe from the contract, employment contract, dated October 22, 1938, that your basic rate of pay was sixty-three cents per hour, and your minimum guaranty was $37.50, is that right?

A I don't know, it was $37.50 or $40.00; I got about $2.50 a week raise in the last—

Q I observe on October 24, 1939, your basic rate of pay was raised to sixty-seven cents, and your guaranteed minimum to $40.00, and that on June 11, 1940, just this last year, you were raised again to seventy-one cents per hour, and $42.50, is that right?

A Yes, sir.

Q Now, did you receive payments each week at the amounts that you were entitled to under the terms—

A Yes, sir.

Q Of these agreements?

A Yes, sir.

Q Now, you got two weeks vacation last year, and two weeks vacation the year before, and you have had some days, maybe ten or twelve days time off for illness in the same period?

A Yes.

Q And you were paid during the vacation and illness periods?

A Yes, sir.

Q That is all.

A I don't think I have had that much off through sickness, probably three or four, possibly five days.

MR. PURNELL: That is all.

## CYRUS CECIL ANDERSON,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q What is your full name, Mr. Anderson?

A Cyrus Cecil Anderson.

Q In what department do you work at the Dallas News?

A Bookkeeping department.

Q Who is your immediate superior?

A Mr. J. E. Taggart. I work directly under Mr. J. W. Truly, and Mr. Taggart is the department head.

Q How long have you worked for the News?

A Nineteen years last September 15.

Q When the Fair Labor Standards Act went into effect in October, 1938, was there any change in your hours or pay?

A I don't recall at the present time, no, sir. I don't think so.

Q Was there any change last October, October, 1940?

A I had an increase in salary in August of 1939, and then I had another one since that time, I don't recall just the exact date.

Q Do the time cards of the employees come across your desk?

A I help assemble them, yes, sir.

Q You receive them from the employees, themselves, in some departments?

A Some of them I do, in the business office. I usually pass out the checks to several employees, yes, sir, and get the cards at the time I pass the checks. Sometimes they don't have the cards ready and turn them in later.

Q And from other departments, you receive them from the heads of the department, do you?

A That is right.

Q Do you make up and compute the time, the paychecks at the News.

A I work on it, I don't do it all by myself, I assist Mr. Truly.

Q Well, do you have a machine there that makes out the paychecks, do you?

A Yes, sir; yes, sir.

Q And do you operate that machine?

A At times, yes, sir, part of the time.

Q And a check is written in that machine, isn't it?

A That is right.

Q Do you, when you make up the check, do you deduct anything from the weekly salary?

A The social security tax, yes, sir.

Q And then—

A And any other deductions they might have.

Q When do you start figuring up the pay for the week?

A We start writing the payroll on Friday morning for the regular office employees, regular weekly salaried employees.

Q And when do you start for the others—oh, you say the weekly salaried employees?

A Started on Friday morning, yes, sir.

Q Well, that includes all except the—

A Mechanical end.

Q —the union departments?

A That is right.

Q I will show you this ledger sheet which is P-13. Does this machine on which you make up the paychecks also make the ledger sheet?

A Yes, sir.

Q What is the process of making out a paycheck, will you describe it to us? Take this one, for Mr. Mills, dated February 28, 1939, for $33.70?

A Do you want me to refer to it here?

Q Yes, you may refer to the ledger sheet there.

A All right, sir. The first thing I do in entering it on the machine, you pick up the previous balance they have earned up to that week, and you enter that on the machine, and then—

let's see. I don't seem to have Mr. Mills' sheet here for that date.

Q What other paper do you want, Mr. Anderson?

A I don't have Mr. Mills sheet for February 28, 1939 here.

Q Isn't it on the back there?

A There is only one sheet for Mr. Mills, and that is all.

Q Well, tell us generally with reference to that particular check?

A Enter up the balance they have earned, up previous to this week, on the machine. That is carried through a cross footing, as we call it, and then enter the amount of the weekly wage, which automatically adds into it on the cross footings, and it also goes into the cross footings and you also enter in the social security and it takes out the social security tax, and when you do that, that is automatically deducted from where the check comes from, and then over in the other deductions, insurance and what other deductions they might have, lunch room deductions, and anything in the deductions, that automatically comes out, and then you get over to the last column, that is your balance up for that week, comes out in the cross footing, and that leaves in your right hand cross footing the net amount, less all deductions.

Q Mr. Anderson, after you receive the time cards, what do you do with them?

A We, as we receive time cards from all who are supposed to turn them in, I assemble them and usually check them, not always, and Mr. Truly goes through and checks the hours, I believe.

Q And you hand them over to Mr. Truly?

A He checks them.

Q Or he takes them from your desk?

A Yes, sir.

Q I will show you Plaintiff's Exhibit 2, the transcriptions of the employees at the News, and call your attention to the page or records of Mr. Eastus. Now, Mr. Eastus does more than one type of work, does he not?

A That is right.

Q What other types of work does he do?

A He has charge of the store room, that is his regular job, under the maintenance department, and then he cuts paper extra, I believe that is what he gets paid extra for.

Q And what was that last?

A Cutting paper.

Q I call your attention on that to the week ending—on the first page, April 29, 1940. We have there fifty-two and a half hours, and then that is divided into seven and a half and forty-five. Does that indicate that he worked different amounts of times at the two jobs?

A That is forty-five hours on his regular job and seven and a half hours cutting paper, I believe is the way that figures out. I am not positive about that.

Q And what rate of pay is he paid for cutting paper?

A I don't figure that, that comes to us on a payroll from the business department, Mr. Eastus' department has already figured it out, we just check it to see it is right. I don't recall—

Q What do you check it against?

A It has on there the rate per hour that he is to be paid on his overtime work.

Q Now, I ask you for April 29, 1940, did I?

A Yes, sir.

Q I call your attention to a letter addressed to Mr. Eastus dated October 24, 1939, which is part of P-6. That states, does it not, that his pay check, rate of pay per hour, will be thirty cents. Will you look at that sheet which you hold, Mr.

Anderson, and pick out another week in which he worked on paper cutting?

A I couldn't say whether he was working on paper cutting or not, I sure don't know whether he was on the maintenance job or the other job.

Q Look at the week ending, it is about the middle of the first page, December 3, 1938. There are three figures there for hours, and three figures for items of wages. Does that indicate that he did three kinds of work that week?

A I just wouldn't know.

Q You don't know about that. You simply made that up from the—

A Just from what is turned in from the various departments; he sometimes worked in the mail room, slipping papers, I guess it is, on some night work during the week when they have a large cut of paper, or something like that coming up.

Q That payroll ledger, those sheets here which are P-13, they contain all the computations that you do?

A That is right.

MR. SEARLS: You may inquire.

MR. PURNELL: No questions.

MRS. HELEN McCUNE LOVELL,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q Mrs. Lovell, in what department of the News do you work?

A National Advertising.

Q What type of work do you handle?

A Well, I do mostly typing of reports and do lineage figures, and partially information desk on the first floor.

Q Are there any other girls working in the department, doing the same things you do?

A Well, not exactly; there are two other

girls in the department I work in, but they do most of the secretarial work.

Q Last October, in 1940, was there any change in your working hours or your pay?

A No.

Q Was there in October, of 1939?

A No. No, I don't believe so. I got a raise, but I don't remember exactly when.

MR. SEARLS: You may inquire.

MR. PURNELL: No questions.

THE COURT: All right.

MISS RUTH MOFFETT,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q In what department of the News do you work, Miss Moffett?

A The biographical department.

Q Will you tell us what you do?

A I am care clerk.

Q What?

A Care clerk, filing.

Q You keep track—

A Of biographic, photographic—

Q And articles that are filed there?

A Yes, I do.

Q How many other employees are in that department?

A Three others.

Q What do they do?

A Well, just filing, the same work.

Q I mean, you are doing the same work?

A Yes, sir.

Q Before the wage and hour went into effect in October of 1938, what hours did you work a week?

A I believe it was forty hours a week.

Q Was it forty, or forty-four?

A I believe it was forty, I am not sure.

Q You have handed in a time card each week since, haven't you?

A Yes, sir, I do.

Q You handed it to whom?

A Well, to the department head, who turns it over to the bookkeeping department.

Q You hand it in to the head of your department?

A Yes, sir.

Q And do you get your check from the head of your department?

A Yes, I do.

Q When do you hand in your time card?

A Just as soon as I get my check.

MR. SEARLS: You may inquire.

MR. PURNELL: No questions.

M. M. DONOSKY,

Recalled, and examined in chief by Mr. Searls, testified as follows:

Q Mr. Donosky, I want to ask you one or two questions about the hours and compensation of these employees in the mechanical department. You say Mr. Prasifka is in charge of that?

A He is the bookkeeper, the time clerk, record clerk for Mr. Debente. Mr. Debente is the mechanical head.

Q Does Mr. Prasfika figure out the amount of pay?

A Yes, sir, he figures out the amount of pay in accordance with the contract they turned in, and time card.

Q After he was summoned here, he was called away?

A Yes, sir, he told Mr. Debente Saturday afternoon his father-in-law was hurt or seriously ill or something, and the attorneys concurred and said it was all right to release him, so he was released.

Q You are familiar with it?

A I am familiar with the contracts and all of the details of the mechanical department's operations, yes, sir.

Q Speaking generally, Mr. Donosky, there are three union contracts there?

A That is right, yes, sir.

Q With three different unions?

A That is correct.

Q But do they all operate in the same general manner as to hours and pay?

A Yes, sir, the contracts with the—there is a typographical union and there is a pressmen's union, and there is a stereotypers union. It is a local union, and each of them have a charter from the national unions. Now, we negotiated contracts with it, and yearly the wage contract comes up for renewal, or sometimes it goes over for two years, and it specifies the rate per hour, it specifies overtime rates and specifies the number of hours per day that is in a shift, and the number of shifts that those men can work per week. I have copies of the contracts here.

Q Those contracts were last negotiated when?

A They were last negotiated—well, we are in negotiations right now with the typographical union and the pressmen's union, we had an arbitration case on it, that we settled about a year ago.

Q What I am after, Mr. Donosky—

A Yes, sir.

Q —is when the contracts now in effect were written?

A They were written five years ago, subject to reopening as to certain clauses every year; they are five year contracts.

Q Now, I call your attention to Exhibit P-2, to the page of J. A. Moore, stereotypist?

A Yes, sir.

Q Now, for the first item, the week ending October 8, 1939, it says six days, 295 minutes, O.T., Overtime, doesn't it?

A I presume that means overtime, yes, sir.

Q Now, six days under one of those union contracts, is how long?

A It is forty-five hours. The shift is seven and a half hours, that is what each shift is comprised of, with each one of the three unions, and the contracts are five day contracts, or five shift contracts, but if the union cannot furnish a man for the sixth shift, when extra work comes up, and they cannot furnish a man for the sixth shift, another man, then they must require one of the men who has worked the five shifts to work the sixth shift, and then they require the men to throw off that time later on to an extra when he comes in.

Q That is, if a union man is one of your mechanical departments works five days, that will be thirty-seven and a half hours?

A. That is correct, yes, sir.

Q And if he works a sixth day?

A That would be forty-five hours.

Q Forty-five hours?

A Yes, sir.

Q Now, under your union contract, how are the men compensated for overtime?

A For overtime? When it is overtime, they just—we don't have, where a regular man doesn't have to fill an extra shift, the overtime is on the basis of time and a half after seven and a half hours.

Q That is, if a man works eight and a half hours?

A He gets one hour overtime at time and a half.

Q Yes.

A Meaning he gets for the eight and a half hours, he gets nine hours and a quarter pay.

Q But, if one of the union members works six days, seven and a half hours a day, am I correct in stating that he doesn't receive overtime?

A Where the man works a sixth day, it is because the union cannot furnish another printer, and they are required to work the straight time rate for the sixth shift, that is the contract between the union; however, that particular man that works on that sixth shift must lay off that time, at a later date, to give one of the extra men that time, when an extra man shows up on the board.

Q These union men are paid on a daily or hourly basis, are they not?

A They are paid on an hourly basis, the contract provides for so much per hour, and so much per day of so many hours, and it says that the regular shift holder shall work five shifts per week.

Q And if he works an additional shift, he has to give an opportunity, at some later week—

A That is right.

Q —for some other union man to work?

A For some other extra man, that is a union by-laws and union rules calls for the policing of all of that.

Q And in each instance, the union man is paid only for the hours actually worked?

A That is correct, yes, sir, except I will say this, that down at our institution, regardless of the fact we have union contracts, or contracts with those three departments, we do, the men who have been there twenty-one years, and they have a twenty-one year club down there, they get one week, they get a paid vacation of one week, regardless of the contract, and then we have other cases that some of those union employees that are superannuated, that the office takes care of regardless, and they come in on the Christmas—they get a little Christmas check. I mean, there

are certain things that are done for those folks down there.

Q I understand that.

A Yes, sir.

Q But I mean, the union pay is figured only on the basis of the time worked?

A Only on the basis of the time worked, that is what the contracts call for, and that is generally the practice. I might say, however, if a man is off one day or two days, he doesn't get paid if he works under a union contract, or three days, or if he works five hours, he gets paid for five hours.

Q And due to union rules, a man's place is taken next week by another man?

A That is right, or as soon as possible, that is what their rules call for.

MR. SEARLS: You may inquire.

MR. PURNELL: No questions.

MR. SEARLS: That is all.

THE COURT: Does plaintiff rest?

MR. SEARLS: If Your Honor please, may we have a five minute recess? We have one more witness.

THE COURT: Sure.

(RECESS)

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H. L. SHERRILL,

Being first duly sworn, examined in chief by Mr. Searls, testified as follows:

Q What is your name?

A H. L. Sherrill.

Q And are you connected with the wage and hour division, Mr. Sherrill?

A Yes, sir.

Q In what capacity?

A Supervising inspector.

Q And at my request, did you figure the amount of underpayment of any of the employees of the Dallas News for any period of time?

A I did.

Q Are these the sheets on which you made your computations?

A They are.

Q Now, will you tell us for what employees you made computations?

A I made computations for Olin Brown, O. L. Bagwell, Charles Prasifka, and William Snodgrass.

Q Did you base those computations on any interpretations of the wage and hour division which are in written or printed form?

A I did.

Q Those are what?

A Regulation 516 and interpretive Bulletin No. 4.

Q Have you those with you?

A Yes.

Q Are those publications of the Wage and Hour Division which had been generally issued?

A Yes, sir.

Q And issued to the public?

A Yes, sir.

Q May I see them?

MR. SEARLS: I will offer these.

MR. PURNELL: May I see them? To save time, do you have extra copies that we may have?

MR. SEARLS: Yes, sir.

MR. PURNELL: Then, you go right ahead.

MR. SEARLS: I want to show the basis on which he made his figures.

(At this time the first instrument above referred to, being a booklet consisting of seven pages, and designated "Regulations on Records to be Kept by Employers" was marked by the reporter, "Plaintiff's Exhibit No. 23".)

(At this time the second instrument immediately

above referred to, consisting of twenty-three pages, and designated "Interpretive Bulletin No. 4" maximum hours and overtime compensation, was marked by the reporter, "Plaintiff's Exhibit No. 24".)

(BY MR. SEARLS) What did you figure as the total underpayment for the four employees you have named, Mr. Sherill?

A For Olin Brown for the weeks computated, I show the additional amount due at $36.64. For O. L. Bagwell, additional amount of $54.71 —no, 54.51; for Charles Prasifka, $49.43; and for William Snodgrass, $15.55.

Q Now, I will show you, Mr. Sherrill, some transcriptions which are marked Exhibit P-2. Will you locate the names that you have mentioned in these sheets, and tell us if the week for which you computed the figures you have just given us are for the weeks represented on those sheets?

A For each one specifically?

Q Well, you can merely say whether they are or are not, for Mr. Bagwell, and so on.

THE COURT: Well, are they on there, counsel?

MR. SEARLS: Yes, they are.

THE COURT: Well, let the record show that.

Q (BY MR. SEARLS) Mr. Sherrill, Exhibit P-3 contains a transcription of the record of Olin Brown. I think we can maybe take, your Honor, those are also the weeks which he computed in that case.

THE COURT: All right.

Q (BY MR. SEARLS) Turn in P-2, Mr. Sherrill to the record of O. L. Bagwell?

A Yes, sir.

Q Take the week ending January 9, 1939?

A All right.

Q How much under payment did you compute for that week?

A There was no under payment for that week.

Q January 9.

A Wait a minute. Excuse me. For January 9, there was an underpayment of $1.25.

Q Now, will you explain to the court very carefully how you figured that? What was the first thing you did?

A Well, his weekly pay was $26.75, and inasmuch as he worked regularly forty-eight hours per week, I divided the forty-eight into twenty-six dollars seventy-five cents, in order to get the regular rate of pay.

Q And what figure did you get as the regular rate of pay?

A Fifty-five and seventy-three one hundredths cents (55.73), but for calculation purposes I used 56 cents.

Q And then what did you do?

A I computed the amount due for the statutory maximum hours of forty-four, by multiplying forty-four by the regular rate of pay of fifty-six cents.

Q And you got how much for that?

A $24.64.

Q That was for forty-four hours?

A For forty-four hours, yes, sir.

Q And your next step was what?

A To figure, I calculated, computed the amount due for hours worked in excess of forty-four.

Q How did you do that?

A By multiplying the number of hours in excess, which is four, by one and one-half times that regular rate of pay, which was eighty-four cents per hour.

Q And you got what figure for that?

A $3.36.

Q Now, will you take the record in that exhibit which is before you, P-2, of Snodgrass?

A Are they alphabetical?

Q Yes. Mr. Sherrill, do you have that?

A Yes, sir, William Snodgrass.

Q Yes. Take the week ending November 4, 1940?

A All right.

Q Will you tell us first, did you compute any amount of underpayment for that week?

A Yes, sir.

Q How much?

A $1.07.

Q Now, will you tell us how you did it?

A This man worked the same number of hours for a succession of weeks, forty-six per week, and I computed the regular rate of pay by dividing forty-six into his weekly wage of $20.00.

Q And that gave you what as the regular rate of pay?

A Forty-three cents per hour.

Q And what did you do then?

A That being after the forty-hour period commenced, I used—I multiplied forty hours by forty-three cents, to compute the amount of wages, due for the statutory hours before overtime.

Q Now, have you stated the amount you found to be due for forty hours?

A $17.20.

Q And what did you compute as the amount due for overtime?

A $3.87.

Q And that was computed. Have you explained how you computed that?

A I computed the time and a half, the one and one-half times the regular rate of pay, which was sixty-four and a half cents. He works forty-six hours, which was six hours in excess of the required forty, so it is six times sixty-four and a half cents, gives you the amount of overtime paid, $3.87.

Q Will you turn to the record of Charles Prasifka?

A I have it, sir.

Q Will you take the week ending April 2, 1939?

A Yes, sir.

Q Did you compute any overtime as due that week?

A I computed seventy-eight cents due that week.

Q Will you explain the process you went through in that instance?

A This employee worked a fluctuating weekly hours. In other words, on different hours almost every week, so it became necessary to divide his rate of pay, which was $34.00 per week, by forty-six hours, the hours that he worked that week, in order to get the regular rate of pay of seventy-four cents per hour.

Q Let's see. That was in April, 1939?

A Yes, sir.

Q Then, what did you do?

A I computed the amount due for the first forty-four hours, by multiplying forty-four by seventy-four, which was the regular rate of pay, which gave $32.56, that being in a forty-four hour period, there was two hours overtime, which would be multiplied by one and one-half times his regular rate of pay, which equaled $1.11 per hour, or an amount for overtime of $2.22, giving a total amount due of $34.78.

Q And what was the total under payment for the weeks listed that you computed for Mr. Prasifka?

A I computed twenty-eight weeks in a total amount of $49.43 due.

Q Now, I will show you exhibit P-3. Will you please turn to the record of Olin Brown?

A Yes, sir.

Q I call your attention to the week ending

November 4, 1940. That is near the bottom of the page, Mr. Sherrill?

A Yes, sir.

Q Did you compute any under payment for that week?

A I computed $5.38 underpayment.

Q Will you explain your computation?

A Mr. Brown works, according to the sheet, fifty-three and a half hours, that week. He was being paid at the rate of forty-five dollars per week, and the regular rate—inasmuch as he worked in excess of the forty hours per week, it was necessary to compute the regular rate of pay, which in this instance, was eighty-four cents per hour, by dividing forty-five dollars by fifty-three and a half hours. Then, I multiplied that.

Q All right. Did you say what you got as a result of that division?

A Eighty-four cents.

Q Eighty-four cents?

A Then, I multiplied the eighty-four cents by forty, to get his regular pay before overtime. That came to $33.60. The overtime hours in that case, fifty-three and a half, less forty, was thirteen and a half hours, at one and one-half times the regular rate of pay, one and one-half times the eighty-four cents, or $1.26. It amounted to $17.01, or a total of $50.61.

Q Now, take for Olin Brown, Mr. Sherrill, the week ending April 24, 1939?

A All right.

Q Did you make any computations for that week?

A I found no additional payments due, I made computations, but I found—

Q Did you find he had been paid too much?

A Yes, sir, I found he had been paid $5.58 more than the correct amount.

Q How did you figure that?

A For the week ending April 24, Mr. Brown

worked sixty-six hours; his weekly pay had been running $45.00 per week, that in the same manner as the other calculation, by dividing the number of hours worked into his weekly wage, gave an hourly wage of sixty-eight cents per hour, and being a forty-four hour year, forty-four multiplied by sixty-eight was $29.92 at regular pay, and twenty-two hours of overtime at one and one-half times the regular rate, or $1.02, amounted to $22.44, or a total of $52.36. He was that week paid $57.94.

Q Now, your figures that you have given us, Mr. Sherrill, for totals of these employees are limited to those particular weeks, are they not?

A Limited to the particular weeks for which I found additional wages due.

Q Now, I will ask you to turn back to Exhibit P-2, and look at the record of Audrey Batts.

A I have it.

Q Take the week ending November 14, 1938.

MR. PURNELL: Which one is this?

MR. SEARLS: Audrey Batts.

Q (BY MR. SEARLS) You have not previously made any computation on that week, have you?

A No.

Q In that case, Mr. Sherrill, going on the method you have described, how would you compute the regular rate of pay for that week?

A I would compute the regular rate of pay by dividing her weekly salary, $18.00, by forty-four hours that she worked.

Q And that being during the first year of the Act, there would be no overtime?

A Yes, as a matter of fact, if I were trying to determine which—how much was due, I would compute no rate of pay there, because she did not work overtime.

Q But her regular rate of pay would be what? Will you figure that for us, please?

A It would be forty cents an hour.

Q That is eighteen divided by forty-four?

A Yes, sir.

Q Now, take Audrey Batts for the week ending December 2, 1940. Will you make the computations that you have made in these other instances and in that instance?

A Well, there are none to be made,—oh, excuse me. I would still say the regular rate of pay is forty cents per hour.

Q How much?

A Forty cents per hour.

Q That is—

A Because she was working forty-four hours and getting $18.00.

Q That is eighteen dollars divided by forty-four?

A Divided by forty-four, and then there would be, for the regular pay, would be forty times forty, or sixteen dollars would be her straight compensation for the first forty hours, and the next four hours, this being December 2, 1940, it would be four times sixty, because sixty is one and one-half times her regular rate of pay, which would be $2.40, and she would be due $18.40.

Q So, there would be a forty cents underpayment?

A That is right.

Q For that week?

THE COURT: I believe we will have to quit.

MR. SEARLS: If Your Honor please, I might say I only anticipate one or two more questions, and then the cross examination.

THE COURT: All right.

MR. SEARLS: There will be no other evidence so far as I know.

THE COURT: All right.

Q (BY MR. SEARLS) Mr. Sherrill, will

you make one more computation in the case of Miss Batts, use this paper here?

A Miss Batts, this Audrey Batts?

Q Yes. Take that same week, the last week I think on the list?

A All right.

Q December 2, and figure on forty hours at thirty cents per hour?

A Forty hours at thirty cents, it would be $12.00.

Q And there are four hours overtime, are there?

A Yes, sir.

Q You would figure that, if you were starting with thirty cents, at what?

A It would be at forty-five cents.

Q And that would give you what?

A $1.80.

Q The total for those two figures would be what?

A $13.80.

Q Now, she actually received that week $18.00?

A That is right.

Q And the difference is what?

A $4.20.

MR. SEARLS: That is all, Mr. Sherrill, subject to cross examination.

MR. PURNELL: If Your Honor please, I should like an opportunity—

THE COURT: I believe I will let you cross in the morning, if you have no objection.

(At this time an adjournment was taken to 10:00 o'clock A. M., on February 4, A. D., 1941, at which time the following proceedings were had:)

MORNING SESSION

February 4, 1941

MR. SEARLS: Your Honor, I wish to ask Mr. Sherrill one or two other questions.

Q (BY MR. SEARLS) Mr. Sherrill, there is one question I omitted to make clear yesterday, perhaps. These computations which you have made were for certain specified weeks, were they not?

A They were.

Q And those were for the weeks set out in those transcriptions in the exhibits which I show you?

A Yes, sir.

Q And for no other weeks?

A For no other weeks.

MR. SEARLS: We offer in evidence the computation made by Mr. Sherrill.

(At this time the above instrument was marked "Plaintiff's Exhibit No. 25".)

CROSS EXAMINATION

BY MR. PURNELL:

Q In making these computations, you followed some theory?

A I followed out regulations and instructions.

Q I can call it a theory; you mean that it is the theory that is expressed in interpretative bulletins and regulations and instructions from Washington, as you understand them?

A Well, I have never gone into the matter of the theory.

Q You followed the regulations and instructions from Washington?

A That is right.

Q You mention interpretative Bulletin No.

4 as one of the instructions, that it is the instruction you followed, isn't it?

A Yes, sir.

Q Did you attempt to follow this interpretative bulletin in your computations?

A I did.

Q Observe from your computations, for instance, with respect to O. L. Bagwell, that you took $32.00 as to him in the week of March 6, 1939, as total wages paid, and divided the number of hours he worked in that week into $32.00 to arrive at what you call the regular rate of pay, that is correct, isn't it?

A I don't recall the specific week, but that is the principal upon which I have computed.

THE COURT: January 9, 1939.

MR. PURNELL: April 9, 1939.

THE COURT: January 9, I think.

Q (BY MR. PURNELL) That is the same hours and the same total wages in the week, as in the next four or five following weeks; now, will you get before you your computation so you can follow me, please?

A Yes.

Q Now, I observe from paragraph 13 of the interpretative bulletin No. 4, that extra compensation paid for overtime need not be included in determining the employee's regular hourly rate of pay. Now, I take it from that that of the $32.00 we would use for Bagwell, you did not allocate any portion of that as compensation for overtime work, is that correct?

A That is correct.

Q Now, did you make any investigation to determine what part of that $32.00 was paid for overtime work?

THE COURT: We are not working together, counsel, that is not the figure that he used, and we will make our record poor if we do that. My

memoranda shows that the figure Bagwell got paid, $26.75, weekly pay.

Q (BY MR. PURNELL) Let us go back to the week of January 9, 1939?

A Yes, sir.

Q And is $26.75, the figure you used?

A That is right.

Q And forty-eight hours is the hours you used?

A That is right.

Q You divided forty-eight into $26.75, getting, I believe you say, about fifty cents?

A Fifty-six cents.

Q Now, did you make any investigation to determine what part of the $26.75 was compensation for overtime, and what part was compensation for the hours worked up to forty-four?

A No, because the weeks preceding it was forty-eight hours, and the weeks preceding, before that, fifty hours—in other words, he was receiving every week, $26.75 regardless of the number of hours he was working, and, therefore, it was considered to be his regular rate of pay on a weekly basis for the purpose of compensation for overtime.

Q That is to say, you used the $26.75 as if it were wholly allocated to the first forty-four hours of work of Mr. Bagwell?

A No, sir, that was wholly allocated to the total number of hours he worked.

Q Well, now, was any part of that $26.75 paid for overtime work above forty-four hours?

A I didn't so consider it.

Q Then it is correct that you treated the whole of that amount as allocated to the first forty-four hours that he worked?

A No, sir, I treated it as being straight time for the total number of hours that he worked during the week.

Q Did you, for instance, inquire to see

whether there was an employment contract with Mr. Bagwell which specified what part of the $26.75 should be allocated to the first forty-four hours, and what part should be allocated to the work beyond the first forty-four hours?

A I didn't have any knowledge of the employment contract, however, based upon the fact that on the week ending October 31, he worked fifty hours and received $26.75, and the several following weeks he worked forty-eight hours and received $26.75, I naturally had to assume that $26.75 was his regular rate of pay on a weekly basis.

Q Did you follow that same assumption right on through in all of your computations?

A No, sir, I didn't. There are one or two exceptions, not in this particular form, but as to others.

Q As to Bagwell, did you follow that same assumption right on through?

A Yes, sir.

Q Do you know now what the employment agreement may be, as to allocating that $26.75, between regular time pay and pay for overtime?

A I do not.

Q But you do know that if any part of that sum is properly allocable to the overtime pay, that that portion is to be deducted in making the computation that you make, do you not?

A That is right, we didn't figure overtime on overtime.

Q And if any portion of the $26.75 is allocable to overtime pay, then the regular rate, as you compute it, would be wrong?

A That is right, if some of it was overtime.

Q Now, we take the week in March, the week you have mentioned—January 9, 1939, he received $26.75, and worked forty-eight hours, didn't he?

A Yes, sir.

Q Now, will you take the week of October 31, 1938?

A Yes, sir.

Q He received $26.75, didn't he?

A Yes, sir.

Q And he worked fifty hours?

A Yes, sir.

Q Now, the regular rate of pay as you compute it would therefore be less in that week of October 31, than it was in the week of January 9, 1939, wouldn't it?

A Not in the case of Bagwell, for the reason that it is only three instances in the entire period of thirty weeks in which he worked hours other than forty-eight, a week, and, therefore, I consider that it was regular hours per week, and I used forty-eight hours.

Q Let us see about that. He worked twelve hours on the week of September 2, 1940, didn't he?

A That is right.

Q And he worked thirty-six hours in the week of July 31, 1939?

A That is right.

Q And he worked fifty hours in the week of October 31, 1938?

A Yes.

Q Now, you would not use twelve and thirty six and fifty as your divisor, on those weeks, because in the great majority of weeks he worked forty-eight hours, you say you used forty-eight as the divisor for all of the weeks?

A That is right.

Q Suppose there had been four weeks instead of three weeks of varying hours, what would you have done?

A I would still use forty-eight.

Q Suppose there had been five weeks, what would you have done?

A Out of thirty, I would say that five weeks

would not be considered as changing it from regular hours per week.

Q Suppose he worked six weeks—

MR. SEARLS: I pray Your Honor's judgment, isn't this getting into argument?

THE COURT: Yes, it is rather hypothetical, I think we had better stand on what was done.

Q Well, there is a line, isn't there, where you would change your method of computation from the straight forty-eight hour divisor shifting to a new method of computation whereby you use a different divisor in each week?

A Yes, sir, if it was clearly a fluctuating weekly hours.

Q Now, in your view, whether a man complies with the wage and hour Act, would depend on which side of the line he would deem the particular employment exactly to fall on?

MR. SEARLS: I pray Your Honor's judgment.

THE COURT: Overrule the objection.

A Generally speaking, yes.

Q Now, is there anything in the Act or in the interpretative bulletin to advise an employer on which side of the line a particular employee is to fall, any method of computing the location of that line, so that an employer might determine the question?

A Nothing in the regulations.

Q I assume that you use your own personal judgment as to that matter?

A It is the application of the definition of regular hours, and fluctuating hours as contained in regulation part 516.4.

Q Now, is there any definition of fluctuating hours beyond that expression?

A No, sir.

Q No definition of regular hours beyond that expression, regular hours?

A No, sir.

Q So you read into the interpretation bulletin some definition, or some line of demarcation, and used that in the case of Bagwell, for instance, if he worked ten varying weeks you might call it fluctuating hours, whereas, if he worked only nine you might call it regular hours.

MR. SEARLS: I pray Your Honor's judgment on that.

THE COURT: The witness has indicated he is using his own judgment, I think he has the right to tell us how far he relies upon that judgment, since the law itself does not diagram this particular field, I think they are entitled to find out the limits in that particular field.

Q Now, the line between regular hours, and fluctuating hours might be crossed by you, by there being one added week of fluctuating hours in the whole program?

A That is possible, but not in the case of Bagwell.

Q I am getting at your method of computation. And a man could be put in jail for not knowing just when he approached that line, couldn't he?

MR. SEARLS: I pray Your Honor's judgment on that.

THE COURT: I sustain the objection to that.

Q Now, is your method of computation designed to arrive at the realities of the situation is that what is behind it, rather than just what the paper evidences of the situation might be, is that it?

A I do not thoroughly understand your question.

Q When you arrive at a regular rate of pay, is it your design to arrive, to act realistically, or to arrive at the actuality of the regular rate of pay, rather than at some bookkeeping figure?

A No, it is the intent to arrive at the true regular rate of pay.

Q Now, in arriving at that true regular rate of pay, do you take into consideration at all, time off that an employee has received with full pay in any prior week?

A No, it is based upon the hours worked during the week concerned.

Q In the single week?

A That is right.

Q Do you take into consideration any bonuses?

A No, sir.

Q Or regular vacations with full pay?

A In figuring the amounts due, I take into consideration the time worked during the particular week involved, and if a man were off on vacation during the week, naturally he did not work during that week.

Q Now, take Mr. Alderman, for instance, the evidence shows that he was sick eighty-three consecutive working days and received full pay throughout that period of time, and that that period was added to the usual two weeks vacation, and to isolated days of illness. Now, would you say that according to your theory that Mr. Alderman's regular rate of pay is just the same, we will say, in a week immediately following that sickness period, is just the same in that week as if he had been down there plugging and working those eighty-three days?

A That is right, for the week under consideration.

Q And that his regular rate of pay in that week is just the same as if he had been docked his pay those eighty-three days that he was sick?

A The week would be considered independent of any other week.

Q Now, if, following that week, that is treated independently, he was sick again, and

gone another two weeks with illness, and if, in the next following week he received a bonus as added compensation for his faithfulness and service, those facts also would not come into your computations at all in computing a regular rate of pay for the particular week in question?

A I don't know that I really understand your question.

Q If those things had happened after the week in question, as well as before, still they would have been ignored by you in computing this man's regular rate of pay in the week in question.

A That is right.

Q Is there any reason that you know of why you would not arrive at a more accurate estimate of regular rate of pay if you would take those things into consideration?

A If he is employed on a weekly basis, why we are concerned with only that particular week involved.

Q Wouldn't it be more accurate, possibly, or at least as accurate, to average, take your figure on an average over some period that includes the week in question, rather than to take simply the precise week in question?

MR. SEARLS: I pray Your Honor's judgment, isn't it a question of law?

THE COURT: Yes, the witness is bounden by the law, as is, of course, the parties to the suit, and I have heard his theory now, and we will hear your theory a little later and then the court will determine which is the proper theory. It doesn't get us anywhere to argue with a man as to what he might do. He said, as he conceives it, each week runs itself, if each fellow does not get his rest during that week, the law is concerned about it. If he doesn't get his pay during that week, the law is concerned about it. That is his position.

MR. PURNELL: It is not my desire to go further than to see exactly what his position is.

THE COURT: Well, you have made it pretty clear, that is what he thinks.

Q Now, the result of your method of computation, computing the regular rate of pay, we will take Olin Brown, varies each week in accordance with the number of hours that he worked that week, is that correct?

A I beg your pardon, I didn't get your question.

Q Take Olin Brown, you gave us your own computation as to him, for November 4, 1940, as I recall?

A Yes.

Q And in that week, he worked fifty-three and a half hours, and received $45.23, is that correct?

A That is right.

Q You divide fifty-three and a half into $45.23?

A No, sir, I divide fifty-three and a half into forty-five.

Q And you get eighty-four cents as his regular rate?

A That is right.

Q Now, take the week just before that, October 28, 1940, where he worked thirty-nine and a quarter hours and got $45.00?

A Yes, sir.

Q His regular rate of pay was, according to your computation, would be greater in that week, would it not?

A I didn't make the computation of the regular rate of pay in that instance, because it was unnecessary, inasmuch as he worked no overtime.

Q If you had made the computation, can you say you would have arrived at a figure greater than eighty-four cents?

A You are correct.

Q Similarly each week here, except where

the hours and wages were identical, you would arrive at a different rate of pay, would you not?

A Yes, sir.

Q Now, that is to say, as to a man like Olin Brown, the regular rate of pay, according to your computation, varies each week, from week to week?

A Yes, sir.

Q The more hours he works, the lesser his rate of pay?

A That is right.

Q The fewer hours he works, the greater his rate of pay?

A Yes, sir.

Q Now, let us check Olin Brown in two weeks that you have covered; the week of November 4, 1940, he got $45.23, didn't he?

A Yes, sir.

Q You say he should have received $5.38 more?

A That is right.

Q Now, add to $5.38, $45.23, and what do you get?

A $50.61.

Q That is what he should have received that week?

A That is right.

Q And he worked fifty-three and a half hours?

A Yes.

Q Now, let us take the week of April 24, 1939, which was another week covered by your evidence?

A Yes, sir.

Q And in that week he worked sixty-six hours?

A That is right.

Q And actually received $57.94?

A That is right.

Q You testified, I believe that he was paid $5.58 too much in that week?

A According to my calculation.

Q Now, will you subtract $5.38 from $57.94, what do you get?

A $52.36.

Q Therefore, in the week of April 24, 1939, according to your theory, he should have received $52.36?

A That is right.

Q According to the same theory, in the week of November 4, 1939, he should have received $50,61?

A That is right.

Q What is the difference between those two figures?

A $1.77, I believe.

Q Isn't it $1.75, to be accurate?

A That is right.

Q Now, on the week of April 24, 1939, he worked sixty-six hours?

A Yes, sir.

Q And in the week of November 4, 1940, he worked fifty-three and a half hours?

A That is right.

Q What is the difference in the hours under those two weeks?

A Twelve and a half hours.

Q Then in the week where he worked twelve and a half hours longer according to your theory, he was entitled to only $1.75 more pay?

A That is right.

Q That means fourteen cents an hour could legally have been paid him, if you added twelve and a half hours of overtime?

A If it figures that, yes.

Q According to your theory, is that correct?

A Computations were not made on the basis of hours in excess of variable hours.

Q I am asking you now, whether that is the result of your computation?

A That is the result of my computation.

Q Now, I will ask you if this is also a result of your computation; suppose an employer works two men, he works one of them forty hours in one week and the other he works fifty hours, then in some other week he works the same two men, but he works each of them forty-five hours; now, is it not a fact, according to your computation, that in the first week, where one worked fifty and the other forty, the employer would pay less than he would in the week where they worked forty-five is that the result of your method of computation?

A If the weekly wage is the same, he would pay the man who worked fifty hours total.

Q Well, let us take a man, if you don't mind doing figuring, let us take the man who gets forty-five dollars a week, and he works forty-five hours as his work week?

A Yes.

Q Now, his regular rate, then, is $1.00, according to your computation?

A That is right.

Q His overtime rate is $1.50?

A That is right.

Q And for the forty-five hours that he worked, he would be entitled to forty dollars plus $7.50, wouldn't he?

A Yes.

Q Making $47.50?

A That is right.

Q Now, suppose two men work at that schedule for a week, the employer owes twice $47.50, does he not?

A Yes, sir.

Q That is $95.00?

A Yes, sir.

Q Now, take some following week, and this

same man who works the forty-five hours schedule at $45.00, works fifty hours this week?

A Yes, sir.

Q His regular rate, as you compute it, drops to ninety cents, doesn't it?

A That is right.

Q And his overtime rate drops to $1.35, doesn't it?

A That is right.

Q And he should receive for the fifty hours of work, $49.50?

A That is right.

Q Now, take the other man, this week he worked only forty hours, you compute his regular rate at $40.00, at a dollar an hour, I presume?

A No, he gets $45.00 a week.

Q He has been getting $45.00 a week, but he only worked forty hours of the time he was entitled to for the forty hours?

A If he was hired on a weekly basis, $45.00 per week, even though he didn't work the excess, he would probably be paid $45.00.

Q That is $45.00, to be added to $49.50, isn't it, for the two men?

A Yes, sir, in that week.

Q And the two men together, then, in that week, get $94.50?

A That is right.

Q Now, the two men in the prior week when each worked forty-five hours, would be entitled to $95.00, wouldn't they?

A That is right.

Q So the employer owes less by working one man forty hours and another man fifty hours, as you compute it, than he would by working both men forty-five hours, doesn't he?

A Yes.

Q And that difference would increase as you increased the length of time overtime, as to the one man who worked overtime, wouldn't it?

A That is right.

Q If you work the man sixty hours, the difference between the cost to the employer of the two men would be greater, the difference would be greater, than the difference it shows from the computation that you have just made?

A Yes, sir, it would.

Q And the result is that the employer pays less, and the employee becomes entitled to less if he works very many, many overtime hours than if he worked a moderate amount of overtime hours?

A Less per hour, yes, that is when they are on a weekly basis.

Q And the result is, according to your method of computation, that a man who works overtime may be entitled to $1.50 for the first overtime hour, and only $1.40 for the next overtime hour, and $1.30 for the next overtime hour?

A You mean in different weeks?

Q No, in the same week. If he works one hour of overtime, your computation means that he may be entitled to $1.50, we will say, whereas, if he works two hours of overtime, he may be entitled only to $1.40 for each hour?

A Yes, sir, that is right.

Q And three hours, and four hours, and five hours, and so on?

A Yes, sir.

Q And mathematically you can reach the point where he works so many hours that he is entitled to nothing?

A Mathematically, perhaps.

Q Of course, there are only twenty-four hours in a day, but theoretically he would approach infinity, and the longer he worked, the less he would be entitled to per hour?

A No, because the week only has one hundred and sixty-eight hours in it.

Q Limited by the length of the week only?

A Yes, sir.

Q Now, does your method of computation take into consideration at all what the employer and employee may have done among themselves in the way of bargaining as to what these rates shall be?

MR. SEARLS: I pray Your Honor's judgment, that is a question of law, the effect of any bargaining they may have gone into.

MR. PURNELL: I will not pursue that.

Q The result of your computation is, that a man in your position, we will say, investigator, who goes into the office of an employee to check to see whether that employer has complied with the law, must make a separate computation as to each single week, as to each single employee, except when the weeks run so uniform that he can use as a rule of thumb, so to speak, computation in one week as applying also to some different week?

A. When they are on a salaried basis, that is true.

Q Just one other question. Is there anything in your computation or in the interpretative bulletin that controls your computation—which says that an employer cannot pay double time for overtime?

A No.

Q Or double time for overtime in one week, and time and a half for overtime in some different week?

A I believe it says it shall be at least one and a half times the regular rate of pay.

Q Then there is not anything that prevents paying double time in one week and time and a half in another week, if you never go below time and a half, in your method of computation.

MR. SEARLS: We get into legal questions again.

THE COURT: Yes, they are illustrations

that do not need illustrating, the law says time and a half. If a man wants to pay double time, that is his business.

MR. PURNELL: That is all.

MR. SEARLS: That is all.

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PLAINTIFF RESTS

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G. B. DEALEY,

A witness for the defendant, being first duly sworn, examined in chief by Mr. Purnell, testified as follows:

Q You are Mr. G. B. Dealey, Chairman of the Board of the A. H. Belo Corporation?

A Yes, sir.

Q Mr. Dealey, when was the A. H. Belo Corporation organized, or rather, tell us very briefly the facts with respect to the date of origin, date of changes in ownership, and then the present ownership of the A. H. Belo Corporation.

THE COURT: I want to know why that is necessary, no issue about that.

MR. PURNELL: Your Honor please, we are making a record here.

THE COURT: That is why I don't want to put into it anything that is not necessary.

MR. PURNELL: With respect to the interstate commerce point, we think that will not be a point to be argued elaborately, but we desire to show briefly the Texas character of the News, with its history, and that its ambitions and functions have been identified with Texas as a state rather than with the country. We want to show the ownership of the stock and debentures of the News, is among those who are residents of Texas.

THE COURT: I don't think that has anything to do with the case, it just fattens the record unnecessarily, you can have your bill.

MR. PURNELL: We want to show from Mr.

Dealey one or two additional items that we think Your Honor will admit, we think are pertinent.

Q (BY MR. PURNELL) Mr. Dealey, will you state whether the relationship between the News Management and its employees, have been generally satisfactory and happy in the past years?

A Very much so.

MR. SEARLS: I pray Your Honor's judgment, I do not want to interrupt unduly.

THE COURT: I overrule the objection, this is an equity case, and it seems to me that it is all right, anyhow, I overrule the objection.

Q Mr. Dealey, I do not believe it has been brought out that the News carries group life insurance at its own expense on the lives of its employees?

A Has done that for many years.

Q Will you state whether that is a fact?

A It has done that for many years, after a person has been in the employ of the News for six months, he gets his minimum policy, and it grows as he stays in the business until after he has been with us twenty-one years, he gets a policy of $2,500.00. Last year, we paid out on that account, or rather the insurance company paid out on that account some fourteen or fifteen thousand dollars to people who had died during the year.

Q Now, Mr. Dealey, has any employee of the News ever expressed any dissatisfaction to you, or to the other members of the executive staff, so far as you know, with respect to arrangements now in effect as to wages and hours?

A I have never heard of it.

Q Will you say whether the total payroll of the News this year, or in 1940, is greater than the payroll in the period immediately prior to the going into effect of the Act, in October, 1938?

A The payroll for October, 1938 was $17,-

909.40, the payroll for October 21, 1940, was $19,018.09, a weekly increase of $1,108.69.

Q Now, will you say that that weekly increase is attributable in part at least, to raises of compensation to employees since earlier days?

A Certainly, in part.

MR. SEARLS: I pray Your Honor's judgment.

THE COURT: Overrule the objection.

Q Mr. Dealey, will you state what the attitude of the News has been, as to its employees, with respect to its efforts to better their working condition, and its efforts in behalf of their welfare?

A Well,—

MR. SEARLS: Your Honor please, I do not want to object to everything, but we are getting very far afield here.

THE COURT: I think that is going too far, yes.

MR. PURNELL: We will not pursue that.

MR. PURNELL: That is all, Mr. Dealey.

MR. SEARLS: No questions.

THE COURT: I might say here, I don't know whether it makes any difference, but certainly if there was a case here where there was some man who was grinding down his employees, if I may use the phrase that has already been used, sweating them out and paying them nothing, it would certainly be interesting to the chancellor to hear it, and I think the government would seek to let us hear it, but here an employer wishes to show that it is all the other way, and the government objects to that, the court sustains the objection.

ROBERT W. FINKLEA

Being first duly sworn, examined in chief by Mr. Purnell, testified as follows:

Q What is your name?

A Robert W. Finklea.

Q You are a reporter for the Dallas News?

A Yes, sir.

Q You are a defendant in this suit as representative of the employees as a class, are you not?

A That is correct.

Q Mr. Finklea, did you sign one of the employment contracts with the News specifying your wages?

A I believe I signed two of them, I am not quite sure.

Q Now, when you signed those contracts, was any pressure put on you, brought to bear on you, or any inducement or influence of any character, to sign those?

A No, sir.

Q As far as you know, have the contracts with you been satisfied one hundred percent in all payments that have been made to you for wages?

A Yes, sir, they certainly have.

Q Do you know what the attitude of the News employees generally is, as to their satisfaction with the present method of payment of employees?

A I have never heard a complaint about that particular method.

Q Have you heard the opposite of complaints?

A Yes, sir, I have heard quite a number of them remark that they were satisfied with it.

Q Did you have occasion to act at all in obtaining the signatures of News employees to a paper for filing in this court expressing that satisfaction?

A Yes, sir.

Q Did the employees who signed that paper do it willingly, of their own accord and free of

any influence or intimidation or threats of any character?

A That is absolutely correct.

MR. SEARLS: No questions.

MISS RUTH BUCKNER,

Being first duly sworn, examined in chief by Mr. Purnell, testified as follows:

Q Your name is Ruth Buckner?

A That is right.

Q You are secretary for Mr. Estes, in the circulation department?

A Yes, sir, circulation manager.

Q How long have you been with the News?

A I will be with the News twenty-four years the 18th of next July.

Q Do you know the attitude of the News employees as to the present arrangements for wages?

A They are more than satisfied, in fact, they always say it is the best place to work they could ever possibly find.

Q Do you know of any dissatisfaction effecting any single employee, with the present arrangement?

A Not a one.

Q Did you act at all in handing around a paper to be signed by employees expressing that satisfaction, for filing in this court?

A Yes, sir, I did.

Q Was that paper signed by the employees of their own free will?

A Gladly, men who even worked at night and were not there in the daytime got up an extra hour earlier so they could come down and sign it because they felt they wanted to have their name on the list, it was absolutely voluntary.

Q Did you sign a wage contract with the News?

A Yes, sir, I did.

Q Specifying your hours?

A Yes, sir.

Q Your rate of pay and minimum guaranteed sum?

A Yes, sir.

Q Did you read it before you signed it?

A Absolutely.

Q Was any pressure brought to bear as to your signature as to that paper?

A None whatever.

Q Has that contract been fulfilled one hundred percent in all payment of wages to you?

MR. SEARLS: I pray Your Honor's judgment, isn't that a question of law?

THE COURT: I think it is admissible, I overrule the objection.

A I would say in my case it has been fulfilled about two hundred and fifty percent, because I was ill a great deal last year, and I never missed getting my pay check a single week.

CROSS EXAMINATION

BY MR. SEARLS:

Q You are one of the employee defendants here, are you not?

A That is right.

Q When did you first learn that you were to be named as a defendant in this suit?

A In July.

Q From whom did you learn it?

A I was served with a paper.

Q You hadn't heard it before?

A No, sir, I was on my vacation.

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WHEREUPON BOTH SIDES CLOSED

IN THE
DISTRICT COURT OF THE UNITED STATES
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

A. H. BELO CORPORATION
vs.
G. C. STREET, JR., ET AL
No. 301 Civil

PHILLIPS B. FLEMING, ADMINISTRATOR WAGE AND HOUR DIVISION
vs.
A. H. BELO CORPORATION
No. 308 Civil

## COURT'S ORAL OPINION

February 4, 1941.

THE COURT: On July 26, 1940, Belo Corporation filed a suit against Street, Truly, Finklea and Buckner, wherein a declaratory judgment was sought and suggested that Defendant Street claimed to be a representative of employees. The court, after having heard the pleadings and the views of the parties with reference to that suit concluded that the defendant Street could act both as an official of the wage and hour department, and individually, and retained the suit against the motion to dismiss, which was based upon the fact that the Administrator was not a party, on the ground that Mr. Street could become the representative plaintiff for dissatisfied employees or complaining employees, or of employees. A. H. Belo Corporation vs. Street, 35 F. (2) 430. That authority is now challenged by the government by the mere statement that Street has no authority to sue, either as an official or as a private citizen. The challenge is merely offered, there is nothing offered to support it. The law says that he, or, anyone else, can appear as a private citizen, as a representative of the employees.

After the suit was filed, and retained by the court upon a hearing, the Administrator filed suit No. 308,

against the Belo Corporation seeking an injunction against that corporation continuing its manner of paying and complying with the Wage-Hour Act. Suggestions were made with reference to a consolidation of the two causes and to a dismissal of one of them, and the idea that the declaratory judgment was not necessary, since a suit raising the identical point had been filed. The court thought that since it was of the view that Mr. Street could appear in his capacity as a private citizen to represent the employees, that the suggestion to try together should be favorably acted upon, but that there would continue to be two suits. That program has been followed, and testimony was first offered with reference to the claim of the department, that there was a complaining employee. The testimony shows indisputably and it has not been disputed, that the Department so claimed, but declined to disclose the name of such employee. A rather unusual procedure, but that is the procedure that the Department chose to follow. It either had such complaint or did not have, if it had such a complaint, it should be disclosed to the court. If it had such a complaint, it had a right to appear for that complainant, or any others, so we are met on the threshold of the appeal for equity by the failure of the government to disclose in good faith the ground of its activity, if it was necessary for it to have a ground other than the law itself, which the government is charged with enforcing.

Upon that particular feature, the court finds that there was no justification for that claim by Street or by the Department. That if there had been any such complaint, that it was the duty to disclose it to the citizen so that it could be remedied. We do not fix traps for people, and the chancellor cannot approve a course of that sort, and I think it should be so recognized.

The second suit offers considerable difficulty. Fine counsel here have exposed their views with reference to this Act. I have not had the benefit, if there is such benefit, of the discussions in the committee by the Congress when this act was under consideration, but I can-

not conceive of a law which, because it is a law, becomes universal in its application, that would unsettle amicability between employer and employees by interfering with their agreement, provided such agreement is equal to, or, in excess of the legal requirement with reference to pay. That was the reason for the statute. In order to have those of us who work for what we get commensurately paid the Congress thought that the fixing of a minimum wage would result in a better situation. That minimum wage, of course, does not preclude higher wages than the minimum wage, and there is not effort in this case by the employer to bind the employee to the legal minimum wage; on the contrary, it never has paid less than the minimum wage to its employees, with the few exceptions of some office boys, I think we may say.

The testimony shows that all of the employees, after the passage of the act, as was true before the passage of the act, received larger sums than the minimum wage law requires employees to receive. But it is contended by the government that when an employer and an employee make an agreement for a higher wage, that that higher wage which includes larger payments, must be used in figuring the overtime of such employee, if and when such employee works overtime. It must be borne in mind that this statute does not prevent overtime. It does not say that a full-grown man or woman employee shall not work overtime. It does not say that they shall not work more than so many hours, it merely pretends to be and is a statute against less than a minimum wage.

Now, Mr. Searls is correct in saying that the statute prohibits a rate less than one and one-half times the regular rate, but the statute then continues, "at which he is employed." So, while Congress struck down the right of an employee to contract for less than a minimum wage, it did not strike down the right of the employee and the employer to contract with reference to the wages which are in excess of minimum wages, and that is the way these employees have done.

I don't know that the court is concerned with this, but when we find that a certain construction of a statute

results in a clumsy, interminable effort to find out what it means, or, to figure, and the government has a right to go and figure, even to go into the office of the employer and find out whether the employer is treating his employee correctly or not, if and when that results, in an almost endless burden, to seek to put into effect a plan that has been detailed to the court, and which disappears if carried to excessive length, I cannot believe that that construction should be indulged in. It emasculates the right of contract. It emasculates the fullness of the meaning of the word employee. It makes vassals of employee and employer and leaves us hanging by the thumbs at the mercy of the construction of the government as to what we mean when we contract. The government merely says to us, "don't you employ a man and pay him less than this amount." Pay him all the more you can. This court held that in a very interesting case a year or two ago, and that is correct. You do not hold the employee down to any figure, you let him go and get all he can, but he certainly has the right and certainly is free to bargain with his employer as to what he shall get, provided he does not go lower than the law. The law is universal but was directed at an evil. It was not intended to punish the good—or to enslave the free.

These two suits spark from a clash in systems. Neither is perfect. One fixes the independent week for the sine quo non. The other fixes the will of the contracting parties, provided, such will is above the denials of the law, as the summon bonum. One includes the right to say when payrolls shall be made. The other views the regularity of pay checks as the most important. One is cumbersome and irregular. The other is simple and regular. One is the child of unauthorized regulation. The other is the child of liberty. One deals only in dollars and cents. The other with happiness of employer and employee, vacations, pay when sick, or, absent, as well as with dollars and cents. Neither system is fixed by statute. Since the citizen is free to keep the law by going in any direction he chooses, he may not be compelled to forego that right.

Upon the other question of interstate commerce, I do not see any more logic in that contention of the defendant, than there is in the contention of the plaintiff as to the figuring of the wage and hour. Of course, the News is engaged in interstate commerce. It sends its papers everywhere. It receives supplies and news from abroad. It is a great institution. Radio is interstate commerce, that has been decided long ago by this court at Abilene, when the radio cases first came up, and it never has been questioned that I know of.

So, I think the decree is and should be that a declaration go in 301 for the plaintiff, as the court understands it here, for the method followed by the complainant in that case and that it should not be interfered with by Street. And that as to No. 308, the bill be dismissed.

Exceptions, of course, may be noted in the decree which is to be approved by the parties as to form.

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## FINDINGS OF FACT.

I find the following facts:

1.

That there has been no violation of the wage and hour statute by the A. H. Belo Corporation.

2.

That all of its employees have been paid in excess of the requirements of the wage and hour act.

3.

That the regular wage upon which overtime or time and a half has been figured in each instance is the regular wage that the employee and employer had contracted for, and that such regular wage is in excess of the legal minimum wage.

4.

That defendant Street in cause 301 has a statutory right to individually appear for any employees who may see fit to so call him.

## CONCLUSION OF LAW

As conclusions of law, I find as indicated in the foregoing opinion and that the decree must go for the plaintiff in 301 and against the plaintiff in 308.

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We, T. C. IRBY and DENIS DINEEN, certify that during the trial of the above styled and numbered cause, we were the regularly appointed and qualified shorthand reporters; that we took shorthand notes of the proceedings upon said trial, and have transcribed the same as shown by the above and foregoing 190 pages, and that said transcript is true and correct.

T. C. Irby
Denis Dineen
Shorthand Reporters

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## PLAINTIFF'S EXHIBIT NO. 1.

IN THE
DISTRICT COURT OF THE UNITED STATES
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

| | |
|---|---|
| PHILIP B. FLEMING, ADMINISTRATOR of the WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Plaintiff, vs. A. H. BELO CORPORATION, Defendant. | CIVIL ACTION No. 308 |
| A. H. BELO CORPORATION Plaintiff vs. G. C. STREET, et al, Defendants | CIVIL ACTION No. 308 |

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## STIPULATION

It is hereby stipulated and agreed by and between the parties in the above styled cases, without waiving the

right to introduce additional testimony upon the trial of said cases as to subjects covered herein as well as all other subjects, and further without waiving the right to object to the introduction of all or any part of this stipulation as irrelevant or immaterial to issues arising in above styled causes, as follows:

I.

That representatives of the Wage and Hour Division have made transcriptions of the wages paid to and hours worked by representatives of the A. H. Belo Corporation; that the workweeks covered by said transcriptions are shown therein by the dates on which said workweeks ended; that the employees for whom transcriptions have been made are as follows:

Anderson, Cyrus Cecil
Bagwell, O. L.
Bates, Byron
Batts, Audrey
Brewer, J. L.
Burleson, Roosevelt
Conkle, Ray
Crannell, K. B.
Crume, E. Paul
Eastus, Harrill
Fair, Nathan
Geiser, G. B.
Greeley, Joe A.
Jones, J. Grover
Julian, L. F.
Lewis, Kay
Lockart, J. E., Jr.
Lovell, Helen McCune
Martin, D. W.
Mills, Clifton B.
Moffett, Ruth
Monroe, B. C.
Montigue, Robert
Moore, J. A.
Morrow, Hal
Newman, John
Prasifka, Charles
Simmons, T. F.
Snodgrass, William
Vickers, Bernice
Walker, Early
West, Richard
Wilson, Chas. M.

Alderman, James
Armentrout, Chas. D.
Boyce, Velma
Brown, Olin
Crowdus, Mary Louise
DeHay, Teddy P.
Ellis, William C.
Hartzell, Cecil I.
Kuehn, Arthur C.
Martin, Eudell
Martin, Eugene Stanley
Raines, James Orville
Sharpe, T. W.
Thompson, W. Hal
Wicker, J. L.

That, as to these transcriptions of hours and wages, the best evidence rule is waived for the purposes of the above named causes, and that in the trial of either or both of said causes, these transcriptions may be put in evidence in the same manner, on the same conditions, and with the same effect as the original time and payroll records of said A. H. Belo Corporation might be used, all subject to the terms and conditions of this stipulation.

II.

That the copies of the letters addressed by the A. H. Belo Corporation to the employees, relating to their wages, and acknowledged by said employees, which were made by representatives of the Wage and Hour Division and checked by representatives of the A. H. Belo Corporation, may also be put in evidence in the said causes in the same manner, on the same conditions, and with the same effect as the original letters issued by the A. H. Belo Corporation, and for the purposes of the above-named causes the best evidence rule is waived, all subject to the terms and conditions of this stipulation.

III.

That the copy of the instructions on the keeping of time cards and records issued by the A. H. Belo Corporation, dated October 28, 1938, and signed by Mr. G. B. Dealey, and the copy of the instructions issued to department heads by the A. H. Belo Corporation, dated October 19, 1939, also signed by Mr. G. B. Dealey, which copies were made by representatives of the A. H. Belo Corporation and delivered to representatives of the Wage and Hour Division, may be put in evidence in the above named causes in the same manner, on the same conditions, and with the same effect as the original instructions issued by said A. H. Belo Corporation, and for the purposes of the above named causes the best evidence

rule is waived, all subject to the conditions of this stipulation.

Dated this 3rd day of February, 1941.

Attorneys for A. H. Belo Corporation
Locke, Locke, Dyer & Purnell

Attorneys for Philip B. Fleming,
Administrator, Wage and Hour Division,
United States Department of Labor

Gerard D. Reilly

Gerard D. Reilly
Solicitor

Irving J. Levy

Irving J. Levy
Assistant Solicitor

Llewellyn B. Duke

Llewellyn B. Duke
Regional Attorney

George B. Searls

George B. Searls
Senior Attorney

Robert W. Richards

Robert W. Richards
Associate Attorney

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2.

Sheet_____

# WAGE COMPUTATION SHEET

File _____

Name of employee Cyrus Cecil Anderson Date _____

Address _____ Occupation Payroll Clerk (Machine _____

Basis of payment _____ Business Dept. _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-5-38 | | | | | | | | | | | 40.00 | | | |
| 10-10 | (No time record) | | | | | | | | | | 40.00 | | | |
| 10-31 | | | | | | | | 50-1/2 | | | 2.50<br>40.00 | Extra for Sunday work as shown | | 2.50 |
| 11-14 | | | | | | | | 47 | | | 6.50<br>40.00 | | | |
| 12-26 | | | | | | | | 37-1/2 | | | 2.50<br>40.00 | | | |
| 1-9-39 | | | | | | | | 46-1/2 | | | 2.50<br>40.00 | Sunday work | | |
| 2-27 | | | | | | | | 42-1/2 | | | 2.50<br>40.00 | | | |

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| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4-17 | | | | | | | 47-1/2 | | | 2.50<br>40.00 | | | |
| 5-29 | | | | | | | 11-1/2 | | | 2.50<br>40.00 | | | |
| 6-12 | | | | | | | 47-1/2 | | | 2.50<br>40.00 | | | |
| 7-31 | | | | | | | 51-1/2 | | | 2.50<br>40.00 | | | |
| 8-28 | | | | | | | 49-1/2 | | | 2.50<br>40.00 | | | |
| 9-11 | | | | | | | 48-1/2 | | | 2.50<br>45.00 | | | |
| 10-23 | | | | | | | 54 | | | 2.50<br>45.00 | | | |
| 11-6 | | | | | | | 48 | | | 2.50<br>45.00 | | | |
| 12-11 | | | | | | | 48 | | | 2.50<br>45.00 | | | |
| 1-15-40 | | | | | | | 47-1/2 | | | 2.50<br>45.00 | | | |
| 2-26 | | | | | | | 24 | | | 45.00 | | | |

over

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 3-11 | | | | | | | | 47-1/2 | | | 2.50<br>45.00 | | | |
| 4-29 | | | | | | | | 51 | | | 2.50<br>45.00 | | | |
| 5-6 | | | | | | | | 47-1/2 | | | 2.50<br>45.00 | | | |
| 6-3 | | | | | | | | 47-3/4 | | | 52.50 | | | |
| 7-1 | | | | | | | | 49-1/2 | | | 52.50 | | | |
| 8-5 | | | | | | | | 45 | | | " | | | |
| 9-10 | | | | | | | | 48 | | | " | | | |
| 11-21 | | | | | | | | 33-1/2 | | | " | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

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U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee Cyrus C. Anderson
Address 6016 Goliad Occupation Payroll Clerk
Basis of payment
Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 7-1-40 | | | | | | | | 49-1/2 | | | 52.50 | | | |
| 8-5 | | | | | | | | 45 | | | " | | | |
| 9-2 | | | | | | | | 41-1/2 | | | " | | | |
| 10-7 | | | | | | | | 45 | | | " | | | |
| 10-21 | | | | | | | | 33-1/2 | | | " | | | |
| 10-28 | | | | | | | | 46 | | | " | | | |
| 11-4 | | | | | | | | 44-1/2 | | | " | | | |
| 11-11 | | | | | | | | 46 | | | 5.00 – 52.50 | working on election returns | | |
| 12-2 | | | | | | | | 41 | | | 52.50 | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

197

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet _____

## WAGE COMPUTATION SHEET

File 42-257

Name of employee O. L. Bagwell Date 9-25-40

Address 4931 Alcott St. Occupation Bldg. Maintenance (nightwatchman)

Basis of payment Weekly

Establishment A. H. Belo Corporation Address Dallas, Texas 34

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 50 | | | 26.75 | | | 53-1/2 |
| 11-14-38 | | | | | | | | 48 | | | " | | | 55 |
| 12-26-38 | | | | | | | | " | | | " | | | |
| 1-9-39 | | | | | | | | " | | | " | | | |
| 2-27-39 | | | | | | | | " | | | " | | | |
| 3-6-39 | | | | | | | | " | | | 32.00 | (14.96) | | 67 |
| 4-17-39 | | | | | | | | " | | | 32.00 | | | |
| 5-29-39 | | | | | | | | " | | | " | | | |
| 6-12-39 | | | | | | | | " | | | " | | | |
| 7-31-39 | | | | | | | | 36 | | | " | | | 82 |

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| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8-26-39 | | | | | | | | 48 | | | 0 | | | 67 |
| 9-11-39 | | | | | | | | " | | | " | | | |
| 10-23-39 | | | | | | | | " | | | " | | | |
| 11-6-39 | | | | | | | | " | | | " | | | |
| 12-11-39 | | | | | | | | " | | | " | | | |
| 1-15-40 | | | | | | | | " | | | " | | | |
| 2-26-40 | | | | | | | | " | | | " | | | |
| 3-11-40 | | | | | | | | " | | | " | | | |
| 4-29-40 | | | | | | | | " | | | " | | | |
| 5-6-40 | | | | | | | | " | | | " | | | |
| 6-3-40 | | | | | | | | " | | | " | | | |
| 7-1-40 | | | | | | | | " | | | " | | | |
| 8-5-40 | | | | | | | | " | | | " | | | |
| 9-5-38 | No time records | | | | | | | | | | 26.75 | | | |
| 10-10-38 | " | " | " | | | | | | | | 26.75 | | | |
| | | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | | | |

Inspector Computed by R. T. C. M. Reviewed by

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Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet _____

# WAGE COMPUTATION SHEET

File _____

Name of employee O. L. Bagwell Date _____

Address 4931 Alcott Occupation Night Watchman

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 12 | | | 32.00 | | | 2.66 |
| 10-7-40 | | | | | | | | 48 | | | " | | | 67 |
| 10-21-40 | | | | | | | | " | | | " | | | |
| 10-28-40 | | | | | | | | " | | | " | | | |
| 11-4-40 | | | | | | | | " | | | " | | | |
| 11-11-40 | | | | | | | | " | | | " | | | |
| 12-2-40 | | | | | | | | " | | | " | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

200

Form AD-56
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet

# WAGE COMPUTATION SHEET

File 42-257

Name of employee Byron Bates

Date 9-25-40

Address

Occupation Mail room employee

Basis of payment $14.50 weekly to 11-6-39; $15.30 to 8-5-40, thence $16.50

Establishment A. H. Belo Corporation Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 48 | | | 14.50 | | | |
| 11-14-38 | | | | | | | | 48 | | | 1.00 – 14.50 | working on election returns | | |
| 12-26-38 | | | | | | | | 36 | | | 14.50 | | | |
| 1-9-39 | | | | | | | | 48 | | | 14.50 | | | |
| 2-27-39 | | | | | | | | 48 | | | 14.50 | | | |
| 3-6-39 | | | | | | | | 48 | | | 14.50 | | | |
| 4-17-39 | | | | | | | | 48 | | | 14.50 | | | |
| 5-29-39 | | | | | | | | 48 | | | 14.50 | | | |

over

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| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12-39 | | | | | | | | 48 | | | 14.50 | | | |
| 7-31-39 | | | | | | | | 48 | | | 14.50 | | | |
| 8-28-39 | | | | | | | | 48 | | | 14.50 | | | |
| 9-11-39 | | | | | | | | 48 | | | 14.50 | | | |
| 10-23-39 | | | | | | | | 48 | | | 14.50 | | | |
| 11-6-39 | | | | | | | | 48 | | | 15.30 | | | |
| 12-11-39 | | | | | | | | 48 | | | 15.30 | | | |
| 1-15-40 | | | | | | | | 48 | | | 15.30 | | | |
| 2-26-40 | | | | | | | | 48 | | | 15.30 | | | |
| 3-11-40 | | | | | | | | 46 | | | 15.30 | | | |
| 4-29-40 | | | | | | | | 48 | | | 15.30 | | | |
| 5-6-40 | | | | | | | | 47 | | | 15.30 | | | |
| 6-3-40 | | | | | | | | 44 | | | 15.30 | | | |
| 7-1-40 | | | | | | | | 9 | vacation | | 15.30 | | | |
| 8-5-40 | 4 | | | | | | | 48 | | | 14.50 | | | |
| 9-3-38 | No time record | | | | | | | | | | 14.50 | | | |

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| | | |

Form AD-46
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet _____

## WAGE COMPUTATION SHEET

File _____

Name of employee Byron Bates Date _____

Address 3327 Gibsondell Occupation Mail room

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 48 | | | 16.50 | | | |
| 10-7-40 | | | | | | | | 48 | | | 16.50 | | | |
| 10-21-40 | | | | | | | | 46 | | | 16.50 | | | |
| 10-28-40 | | | | | | | | 48 | | | 16.50 | | | |
| 11-4-40 | | | | | | | | 48 | | | 16.50 | | | |
| 11-11-40 | | | | | | | | 48 | | | 2.10 – election returns<br>16.50 | | | |
| 12-2-40 | | | | | | | | 48 | | | 16.50 | | | |

Amount due for weeks indicated above

Inspector Computed by

204

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Miss Audrey Batts Date 9-25-40

Address 5825 Tremont St. Occupation P.B.X. Operator

Basis of payment $18.00 Weekly for 44 hour week

Establishment A. H. Belo Corporation Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | | 44 | | 18.00 | | | |
| 11-14-38 | | | | | | | | | 44 | | 18.00 | | | |
| 12-26 | | | | | | | | | 44 | | 18.00 | | | |
| 1-9-39 | | | | | | | | | 44 | | 18.00 | | | |
| 2-27 | | | | | | | | | 44 | | 18.00 | | | |
| 3-6 | | | | | | | | | 44 | | 18.00 | | | |
| 4-17 | | | | | | | | | 44 | | 18.00 | | | |
| 5-29 | | | | | | | | | 44 | | 18.00 | | | |

over

205

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | | 44 | | 18.00 | | | |
| 7-31 | | | | | | | | | 44 | | 18.00 | | | |
| 8-28 | | | | | | | | | 44 | | 18.00 | | | |
| 9-11 | | | | | | | | | 44 | | 18.00 | | | |
| 10-23 | | | | | | | | | 44 | | 18.00 | | | |
| 11-6 | | | | | | | | | 44 | | 18.00 | | | |
| 12-11 | | | | | | | | | 44 | | 18.00 | | | |
| 1-15-40 | | | | | | | | | 44 | | 18.00 | | | |
| 2-26 | | | | | | | | | 44 | | 18.00 | | | |
| 3-11 | | | | | | | | | 44 | | 18.00 | | | |
| 4-29 | | | | | | | | | 44 | | 18.00 | | | |
| 5-6 | | | | | | | | | 44 | | 18.00 | | | |
| 6-3 | | | | | | | | | 44 | | 18.00 | | | |
| 7-1 | | | | | | | | | 44 | | 18.00 | | | |

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| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee Audrey Batts
Address 5825 Tremont Occupation P.B.X. Operator
Basis of payment
Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment. | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 44 | | | 18.00 | | | |
| 10-7 | | | | | | | | 44 | | | " | | | |
| 10-21 | | | | | | | | 44 | | | " | | | |
| 10-28 | | | | | | | | 44 | | | " | | | |
| 11-4 | | | | | | | | 44 | | | " | | | |
| 11-11 | | | | | | | | 44 | | | " | | | |
| 12-2 | | | | | | | | 44 | | | " | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

208

(7-40)

# WAGE COMPUTATION SHEET

File 42-257

Name of employee J. L. Brewer Date 9-25-40

Address 1310 Harlendale Occupation Bookkeeper

Basis of payment Weekly Wage for various hours

Establishment A. H. Belo Corporation Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 47 2 | | | 2.50<br>20.00 | 2.50<br>20.00 | Extra for Sunday work | 2.50 |
| 11-14 | | | | | | | | 47 | | | 2.50<br>20.00 | 2.50<br>20.00 | | |
| 12-26 | | | | | | | | 38 | | | 2.50<br>20.00 | 2.50<br>20.00 | | |
| 1-9-39 | | | | | | | | 63 | | 10.00<br>2.50<br>20.00 | 10.00<br>2.50<br>20.00 | 10.00<br>2.50<br>20.00 | | |
| 2-27 | | | | | | | | 47 | | | 2.50<br>20.00 | 2.50<br>20.00 | | |

over

209

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 3-6 | | | | | | | | 47 | | | 2.50<br>23.00 | 2.50<br>23.00 | | |
| 4-17 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | |
| 5-29 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | |
| 6-12 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | |
| 7-31 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | |
| 8-28 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | |
| 9-11 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | |
| 10-23 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | |
| 11-6 | | | | | | | | 40 | | | 2.50<br>23.00 | " | | |

210

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12-11 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | | |
| 1-15-40 | | | | | | | | 47 | | | 2.50<br>23.00 | " | | | |
| 2-26 | | | | | | | | 51 | | | 2.50<br>28.00 | 2.50<br>28.00 | | | |
| 3-11 | | | | | | | | 47 | | | 2.50<br>28.00 | " | | | |
| 4-29 | | | | | | | | 54 | | | 2.50<br>28.00 | " | | | |
| 5-6 | | | | | | | | 47 | | | 2.50<br>28.00 | " | | | |
| 6-3 | | | | | | | | 44 | | | 2.50<br>28.00 | " | | | |
| 7-1 | | | | | | | | 52 | | | 2.50<br>28.00 | " | | | |
| 8-5 | | | | | | | | 49 | | | 2.50<br>28.00 | " | | | |
| 9-5-38 | No time records | | | | | | | | | | 20.00 | | | | |
| 10-10-38 | " | " | | " | | | | | | | 20.00 | | | | |
| | | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

From AD-26
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet _____

File _____

Date _____

Name of employee J. L. Brewer

Address 1311 Harlandale Occupation Bookkeeper

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 53-1/4 | | | 2.50<br>28.00 | 2.50<br>28.00 | | |
| 10-7 | | | | | | | | 41 | | | 2.50<br>28.00 | 2.50<br>28.00 | | |
| 10-21 | | | | | | | | 36-1/2 | | | 1.00<br>2.50<br>28.00 | 1.00 —<br>2.50<br>28.00 | election returns | work |
| 10-28 | | | | | | | | 40 | | | 2.50<br>28.00 | 2.50<br>28.00 | | |
| 11-4 | | | | | | | | 45 | | | 2.50<br>28.00 | 2.50<br>28.00 | | |

212

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1.00 | 1.00 | —election returns | | |
| 11-11 | | | | | | | | 45-1/2 | | | | 2.50<br>28.00 | 2.50<br>28.00 | | wor | |
| 12-2 | | | | | | | | 46 | | | | 2.50<br>28.00 | 2.50<br>28.00 | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | | | | |

Inspector Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet_____

## WAGE COMPUTATION SHEET

File 42-257

Name of employee Roosevelt Burleson Date 9-5-40

Address 2806 Clevan Occupation Paper Handler

Basis of payment

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| WORK WEEK ENDING | HOURS WORKED | | | | | | | TOTAL | HOURLY RATE OF PAY | TOTAL WAGES DUE | TOTAL WAGES PAID | UNDER-PAYMENT | ILLEGAL DEDUCTIONS | TOTAL DUE WORKER |
| | S | M | T | W | T | F | S | | | | | | | |
| 8-6-38 | | | | | | | | 48 | | | 15.00 | | | |
| 9-17 | | | | | | | | " | | | " | | | |
| 10-8 | | | | | | | | 56 | | | 17.50 | | | |
| 10-29 | | | | | | | | 7<br>48 | | | 2.80<br>15.00 | | | |
| 11-5 | | | | | | | | 48 | | | 15.00 | | | |
| 12-10 | | | | | | | | 44 | | | " | | | |
| 1-7-39 | | | | | | | | 48 | | | " | | | |
| 1-21 | | | | | | | | " | | | " | | | |
| 2-26 | | | | Sick | | | | 40 | | | " | | | |

214

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7-9 | | | | | | | " | | | " | | | |
| 10-8 | | | | | | | " | | | " | | | |
| 10-29 | | | | | | | 47 | | | " | | | |
| 12-17 | | | | | | | 45 | | | " | | | |
| 1-28-40 | | | | | | | " | | | " | | | |
| 4-7-40 | | | | | | | 45-1/2 | | | " | | | |
| 6-9 | | | | | | | 45 | | | " | | | |
| 8-4 | | | | | | | 46 | | | " | | | |
| 9-2 | | | | | | | 53 | | | 17.50 | | | |
| 10-7 | | | | | | | 44 | | | 15.00 | | | |
| 10-21 | | | | | | | 46 | | | " | | | |
| 10-28 | | | | | | | 54 | | | 18.30 | | | |
| 9-5-38 | No time record | | | | | | | | | 15.00 | | | |
| 10-10-38 | " | " | " | | | | | | | 17.50 | | | |

over

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-36
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____

File _____

Name of employee Roosevelt Burleson Date _____

Address 3630 Spring Occupation Paper Handler

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 11-4-40 | | | | | | | | 53 | | | 17.85 | | | |
| 11-11-40 | | | | | | | | 48 | | | 15.60 | | | |
| 12-2-40 | | Left | | Employment | | | | | | | 2.70 | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

216

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Roy Conkle Date 9-25-40

Address Dallas, Texas Occupation Mail Room Employee

Basis of payment Weekly Wages - Various hours Worked

Establishment A. H. Belo Corpn. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 44-1/2 | | | 25.40 | | | |
| 11-14 | | | | | | | | 44-3/4 | | | 25.75 | | | |
| 12-26 | | | | | | | | 44 | | | 26.65 | | | |
| 1-9-39 | | | | | | | | 44-5/12 | | | 26.90 | | | |
| 2-27 | | | | | | | | 44-1/3 | | | 26.80 | | | |
| 3-6 | | | | | | | | 44-1/2 | | | 26.95 | | | |
| 4-17 | | | | | | | | 44-1/4 | | | 26.70 | | | |
| 5-29 | | | | | | | | 44 | | | 26.50 | | | |

over

217

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | 44 | | | 26.50 | | | |
| 7-31 | | | | | | | | 44 | | | 26.50 | | | |
| 8-28 | | | | | | | | 44 | | | 26.50 | | | |
| 9-11 | | | | | | | | 44 | | | 26.50 | | | |
| 10-23 | | | | | | | | 43-3/4 | | | 26.50 | | | |
| 11-6 | | | | | | | | 44-5/6 | | | 26.50 | | | |
| 12-11 | | | | | | | | 46-1/6 | | | 26.50 | | | |
| 1-15-40 | | | | | | | | 45-1/12 | | | 26.50 | | | |
| 2-26 | | | | | | | | 45-5/12 | | | 26.50 | | | |
| 3-11 | | | | | | | | 44 | | | 26.50 | | | |
| 4-29 | | | | | | | | 44 | | | 26.50 | | | |
| 5-6 | | | | | | | | 44-1/3 | | | 26.50 | | | |
| 6-3 | | | | | | | | 44[1] | | | 26.50 | | | |
| 7-1 | | | | | | | | 44 | | | 26.50 | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10-10-38 | " | | " | | " | | | | | | 25.00 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____

File _____

Date _____

Name of employee Roy Conkle

Address Rt. #3, Mesquite Occupation Mail Room

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 43-1/4 | | | 26.50 | | | |
| 10-7 | | | | | | | | 40-5/6 | | | " | | | |
| 10-21 | | | | | | | | 40-1/3 | | | " | | | |
| 10-28 | | | | | | | | 40 | | | " | | | |
| 11-4 | | | | | | | | 41 | | | " | | | |
| 11-11 | | | | | | | | 42-1/3 | | | " | | | |
| 12-2 | | | | | | | | 41 | | | " | | | |
| | | | | | | | | | | | | | Amount due for weeks indicated above | |

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WAGE AND HOUR DIVISION
(7-40)

# WAGE COMPUTATION SHEET

Sheet
File
Date 11-1-40

Name of employee Kenlen Bates Crannell
Address 207 N. Marlborough Occupation Bookkeeping
Basis of payment
Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-5-38 | | No time record | | | | | | | | | 60.00 | | | |
| 10-10 | | " | | " | | " | | | | | 60.00 | | | |
| 10-31 | | | | | | | | 48 | | | 60.00 | | | |
| 11-14 | | | | | | | | 48 | | | 2.00<br>60.00 | | | |
| 12-26 | | | | | | | | 44 | | | 60.00 | | | |
| 1-9-39 | | | | | | | | 48 | | | 60.00 | | | |
| 2-27 | | | | | | | | 48 | | | 60.00 | | | |
| 3-6 | | | | | | | | 48 | | | 60.00 | | | |
| 4-17 | | | | | | | | 48 | | | 60.00 | | | |
| 5-29 | | | | | | | | 48 | | | 60.00 | | | |

over

221

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | 48 | | | 60.00 | | | |
| 7-31 | | | | | | | | 0 | Sick | | 60.00 | | | |
| 8-28 | | | Sick | | | | | | | | 60.00 | | | |
| 9-11 | | | | | | | | 0 | Sick | | 60.00 | | | |
| 10-23 | | | " | | | | | 24 | | | 60.00 | | | |
| 11-6 | | | " | | | | | 24 | | | 60.00 | | | |
| 12-11 | | | " | | | | | 24 | | | 60.00 | | | |
| 1-15-40 | | | " | | | | | 30 | | | 60.00 | | | |
| 2-26 | | | " | | | | | 35 | | | 60.00 | | | |
| 3-11 | | | " | | | | | 34 | | | 60.00 | | | |
| 4-29 | | | " | | | | | 40 | | | 60.00 | | | |
| 5-6 | | | " | | | | | 43 | | | 60.00 | | | |
| 6-3 | | | " | | | | | 40 | | | 60.00 | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

U. S. Department of Labor
Wage and Hour Division

Sheet

222

Name of employee K. B. Crannell Date

Address 207 N. Marlborough Occupation Bookkeeping (Adv. Mats)

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 7-1-40 | | | | | | | | 42 | | | 60.00 | | | |
| 8-5 | | | | | | | | 35 | | | " | | | |
| 9-2 | | | | | | | | 42 | | | " | | | |
| 10-7 | | | | | | | | 40 | | | " | | | |
| 10-21 | | | | | | | | 42 | | | " | | | |
| 10-28 | | | | | | | | 40 | | | " | | | |
| 11-4 | | | | | | | | 40 | | | " | | | |
| 11-11 | | | | | | | | 40 | | | " | | | |
| 12-2 | | | | | | | | 40 | | | " | | | |
| | | | | | | | | | | | Amount due for weeks indicated above | | | |

Inspector Computed by R. T. C. M. Reviewed by

223

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet_____

# WAGE COMPUTATION SHEET

File 42-257

Name of employee E. Paul Crume Date 9-26-40

Address 7310 Alice St. Occupation Reporter

Basis of payment Weekly Wage Scale Variable Work Week

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 54 | | | 27.50 | | | |
| 11-14 | | | | | | | | 48 | | | " | | | |
| 12-26 | | | | | | | | " | | | " | | | |
| 1-9-39 | | | | | | | | " | | | " | | | |
| 2-27 | | | | | | | | " | | | 30.00 | | | |
| 3-6 | | | | | | | | " | | | " | | | |
| 4-17 | | | | | | | | " | | | " | | | |

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| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____

File _____

Name of employee E. Paul Crume Date _____

Address 3431 Binkley Occupation Reporter

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | Va | cat | ion | | | | 0 | | | 40.00 | | | |
| 10-7 | | | | | | | | 43-1/2 | | | " | | | |
| 10-21 | | | | | | | | 42 | | | " | | | |
| 10-28 | | | | | | | | 41 | | | " | | | |
| 11-4 | | | | | | | | 44-1/2 | | | " | | | |
| 11-11 | | | | | | | | 43-1/4 | | | " | | | |
| 12-2 | | | | | | | | 42 3/4 | | | " | | | |

over

Amount due for weeks indicated above

226

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet_____

## WAGE COMPUTATION SHEET

File 42-257

Name of employee Harrill Eastus Date 9-6-40

Address 2511 Brooklyn Occupation Bldg. Maintenance & Paper Cutting

Basis of payment

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 48 | | | 15.00 | | | |
| 11-14-38 | | | | | | | | (18<br>(48 | | | 9.00<br>15.00 | | | |
| 5-29-39 | | | | | | | | 45 | | | 18.00 | | | |
| 6-12-39 | | | | No Card | | | | 4 | | | 2.00<br>18.00 | vacation 6 days | | |
| 8-28-39 | | | | | | | | 45 | | | 18.00 | | | |
| 10-23-39 | | | | | | | | 1<br>45 | | | .50<br>18.00 | | | |
| 4-29-40 | | | | | | | | 7-1/2<br>45 | | | 4.50<br>18.00 | | | |

over

227

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 5-6-40 | | | | | | | | 45 | | | 18.00 | | | |
| 6-3-40 | | | | | | | | 1<br>45 | | | .60<br>18.00 | | | |
| 7-1-40 | | | | | | | | 45 | | | 18.00 | | | |
| 8-5-40 | | | | | | | | 40-1/2 | | | 18.00 | | | |
| 12-3-38 | | | | | | | | (8<br>(45<br>(12 | | | (4.00<br>(15.00<br>(6.00 | | | |
| 9-9-39 | | | | | | | | 20-1/4<br>41-1/4 | | | (18.00<br>(10.13 | | | |
| 9-16-39 | | | | | | | | 45<br>1 | | | 18.00<br>.50 | | | |
| 9-23-39 | | | | | | | | 45. | | | 18.00 | | | |
| 10-7-39 | | | | | | | | 7-1/2<br>45 | | | (3.00<br>(18.00<br>(3.75 | | | |
| 10-14-39 | | | | | | | | 45 | | | 18.00 | | | |
| 10-21-39 | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10-28-39 | | | | | | | 45 | | | 18.00 | | | |
| 11-4-39 | | | | | | | 2<br>45 | | | 1.00<br>18.00 | | | |
| 11-11-39 | | No Card | | | | | 45 | | | 18.00 | | | |
| 12-9-39 | | | | | | | 45 | | | 18.00 | | | |
| | | | | | | | | | | | | | |
| 9-5-38 | | No Time Record | | | | | | | | 4.00 | | | |
| 10-10-38 | | No Time Record | | | | | | | | 25.50 | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | | | |

Inspector Computed by R. T. C. M. Reviewed by

From AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet_____

## WAGE COMPUTATION SHEET

File _____

Name of employee Harrill Eastus Date _____

Address _____ Occupation Building Maintenance

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 1-6-40 | | | | | | | | 45<br>8 | | | (18.00<br>( 4.80 | | | |
| 1-27-40 | | | | | | | | 45 | | | 18.00 | | | |
| 2-3-40 | | | | | | | | 37-1/2<br>6 | | | (18.00<br>( 3.60 | | | |
| 3-2-40 | | | | | | | | 45<br>3 | | | (18.00<br>( 1.80 | | | |
| 3-16-40 | | | | | | | | 45 | | | 18.00 | | | |
| 3-23-40 | | | | | | | | 45<br>4 | | | (18.00<br>( 2.40 | | | |
| 3-30-40 | | | | | | | | 45<br>7-3/4 | | | (18.00<br>( 4.65 | | | |

230

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4-13-40 | | | | | | | | 5 | | | ( 3.00 | | | | |
| 4-20-40 | | | | | | | | 45<br>6 | | | (18.00<br>( 3.60 | | | | |
| 4-27-40 | | | | | | | | 45<br>7-1/2 | | | (18.00<br>( 4.50 | | | | |
| 5-25-40 | | | | | | | | 45<br>8 | | | (18.00<br>( 4.80 | | | | |
| 6-8-40 | | | | | | | | 45 | | | 18.00 | | | | |
| 7-6-40 | | | | | | | | 30<br>7-1/2 | | | (18.00<br>( 4.50 | | | | |
| 8-10-40 | | | | | | | | 45<br>3 | | | .80<br>18.00 | | | | |
| 8-17-40 | | | | | | | | 45<br>14 | | | (18.00<br>( 8.40 | | | | |
| 8-24-40 | | | | | | | | 45<br>14 | | | (18.00<br>( 8.40 | | | | |
| 9-2-40 | | | | | | | | 13-1/2<br>45 | | | 8.10<br>18.00 | | | | |
| 10-7-40 | | | | | | | | ( 8<br>( 2-1/2<br>(44 | | | ( 4.80<br>( 1.50<br>(18.00 | | | | |
| 10-21-40 | | | | Sick | | | | | | | 18.00 | | | | |

over

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-28-40 | | | | | | | | 40 | | | 18.00 | | | |
| 11-4-40 | | | | | | | | 46-1/2 | | | 18.00 | | | |
| 11-11-40 | | | | | | | | ( 4-1/2<br>( 4<br>(46 | | | ( 2.40<br>( 2.70<br>(18.00 | | | |
| 12-2-40 | | | | | | | | 34 | | | 18.00 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | Amount due for weeks indicated above | | |

Inspector Computed by R. T. C. M. Reviewed by

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

# WAGE COMPUTATION SHEET

Sheet ____
File 42-257
Date 9-5-40

Name of employee Nathan Fair
Address 2709½ San Jacinto Occupation Paper Tender
Basis of payment
Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-4-38 | | | | | | | | 48 | | | 20.40 | | | |
| 8-13 | | | | | | | | " | | | " | | | |
| 10-1 | | | | | | | | " | | | " | | | |
| 10-8 | | | | | | | | 56 | | | 23.80 | | | |
| 10-29 | | | | | | | | 48 | | | 20.40 | | | |
| 11-5 | | | | | | | | " | | | " | | | |
| 11-26 | | | | | | | | " | | | " | | | |
| 12-24 | | | | | | | | " | | | " | | | |
| 12-31 | | | | | | | | 48 | | | 3.40)<br>17.00) | Split pay roll | | |

over

233

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 1-7-39 | | | | | | | | 48 | | | 20.40 | | | |
| 2-26 | | | | | | | | " | | | " | | | |
| 4-1 | | | | | | | | " | | | " | | | |
| 4-30 | | | | | | | | " | | | " | | | |
| 5-28 | | | | | | | | " | | | " | | | |
| 7-2 | | | | | | | | " | | | " | | | |
| 9-3 | | | | | | | | " | | | " | | | |
| 10-1 | | | | | | | | " | | | " | | | |
| 10-22 | | | | | | | | " | | | " | | | |
| 10-29 | | | | | | | | " | | | " | | | |
| 12-10 | | | | | | | | 50-1/2 | | | 20.40 | | | |
| 12-17 | | | | | | | | 49-1/2 | | | " | | | |
| 12-31 | | | | | | | | 48 | | | " | | | |
| 1-7-40 | | | | | | | | " | | | " | | | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10-10-38 | | | " | | " | | | | | | 23.80 | | |
| | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-56
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Nathan Fair Date 9-5-40

Address 2709½ San Jacinto Occupation Paper Tender

Basis of payment

Establishment A. H. Belo Cor. Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 3-3-40 | | | | | | | | 48 | | | 20.40 | | | |
| 4-28 | | | | | | | | 48 | | | 20.40 | | | |
| 6-2 | | | | | | | | " | | | " | | | |
| 9-1 | | | | | | | | 48 | | | 20.40 | | | |
| 10-7 | | | | | | | | " | | | " | | | |
| 10-21 | | | | | | | | " | | | " | | | |
| 10-28 | | | | | | | | " | | | " | | | |

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| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet_____

File _____

Name of employee_____G. B. Geiser_____ Date_____

Address_____ Occupation___Stereotyper_____

Basis of payment_____

Establishment_____ Address _____

| (a) | | | (b) Union Overtime | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Shifts | | Worked | | | | | for... | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-8-39 | Shifts 6 | " | (7½ | ÷ O. | 510 T.) | min. | | | Hours Total | Union Overtime Paid | $67.37 | | | |
| 10-15-39 | 6 | " | (7½ (min. | plus O. | | 60 T.) | | | | | 54.25 | | | |
| 10-22-39 | 5 | " | 7½ (30 | plus min. | | O. | T.) | | | | 44.62 | | | |
| 10-31-38 | | | | | | | | Shifts 5 | 37-1/2 | | 43.75 | | | |
| 11-14-38 | | | | | | | | 6" | 45 | | 52.50 | | | |

238

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8-28-39 | | | | | | | | 5" | 37-1/2 | | 43.75 | | | | |
| 4-29-40 | (2 rates) | | | | | | | | 38-1/4 | 1.27 | 46.09 | | | | |
| 5-6-40 | | | | | | | | 5" | 38-1/4 | 1.27 | 46.09 | | | | |
| 6-3-40 | | | | | | | | | 43-1/4 | 3.08 | 48.90 | | | | |
| 7-1-40 | | | | | | | | | 32-5/12 | 4.29 | 40.03 | | | | |
| 8-5-40 | | | | | | | | | 38-1/4 | 1.27 | 46.09 | | | | |
| 10-10-38 | | | | | | | | | | | 53.53 | | | | |
| | | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet_____
File 42-257
Date 9-25-40

Name of employee Joe A. Greeley
Address 910 Church St. Occupation Building Operations-Elevator Nights
Basis of payment Weekly Wages- Variable Hours Worked
Establishment A. H. Belo Cor. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 48 | | | 16.00 | | | |
| 11-14-38 | | | | | | | | 48 | | | 16.00 | | | |
| 12-26-38 | | | | | | | | 48 | | | 16.00 | | | |
| 1-9-39 | | | | | | | | 48 | | | 16.00 | | | |
| 2-27-39 | | | | | | | | 48 | | | 16.00 | | | |
| 3-6-39 | | | | | | | | 48 | | | 16.00 | | | |
| 4-17-39 | | | | | | | | 48 | | | 16.00 | | | |
| 5-29-39 | | | | | | | | 48 | | | 16.00 | | | |
| 6-12-39 | | | | | | | | 48 | | | 16.00 | | | |

240

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9-11-39 | | | | | | | | 48 | | | 16.00 | | | |
| 10-23-39 | | | | | | | | 48 | | | 16.00 | | | |
| 11-6-39 | | | | | | | | 48 | | | 16.00 | | | |
| 12-11-39 | | | | | | | | 48 | | | 16.00 | | | |
| 1-15-40 | | | | | | | | 48 | | | 16.00 | | | |
| 2-26-40 | | | | | | | | 48 | | | 16.00 | | | |
| 3-11-40 | | | | | | | | 48 | | | 16.00 | | | |
| 4-29-40 | | | | | | | | 48 | | | 16.00 | | | |
| 5-6-40 | | | | | | | | 48 | | | 16.00 | | | |
| 6-3-40 | | | | | | | | 48 | | | 16.00 | | | |
| 7-1-40 | | | | | | | | 48 | | | 16.00 | | | |
| 8-5-40 | | | | | | | | 40 | | | 16.00 | | | |
| 9-5-38 | No time record | | | | | | | | | | 16.00 | | | |
| 10-10-38 | " | " | " | | | | | | | | 16.00 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | | | |

Inspector Computed by R. T. G. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet_____

## WAGE COMPUTATION SHEET

File _____

Name of employee Joe A. Greeley Date _____

Address 910 Church Occupation Elevator (Night)

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| WORK WEEK ENDING | HOURS WORKED | | | | | | | TOTAL | HOURLY RATE OF PAY | TOTAL WAGES DUE | TOTAL WAGES PAID | UNDER-PAYMENT | ILLEGAL DEDUCTIONS | TOTAL DUE WORKER |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 48 | | | 16.00 | | | |
| 10-7-40 | | | | | | | | 48 | | | 16.00 | | | |
| 10-21-40 | | | | | | | | 48 | | | 16.00 | | | |
| 10-28-40 | | | | | | | | 48 | | | 16.00 | | | |
| 11-4-40 | | | | | | | | 48 | | | 16.00 | | | |
| 11-11-40 | | | | | | | | 48 | | | 16.00 | | | |
| 12-2-40 | | | | | | | | 48 | | | 16.00 | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

242

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____

File _____

Name of employee J. Grover Jones

Date _____

Address _____ Occupation _____

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| | | | | | | | | Shifts | | paid | Union Overtime | | | |
| 12-10-39 | | | | | | | | 6 | | 58.77 | 3.35 O.T. | | | |
| 12-24-39 | | | | | | | | 6 | | 54.81 | 45 min. O.T. | | | |
| 12-31-39 | | | | | | | | 4 | | 35.00 | | | | |
| | | | | | | | | | | | | | | |
| 12-22-40 | | | | | | | | 5 | | 45.62 | 30 min. O.T. | | | |
| 12-29-40 | | | | | | | | 5 | | 44.48 | 25 min. O.T. | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector _____ Computed by R. T. C. M. Reviewed by _____

243

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____

File _____

Date _____

Name of employee L. F. Julian

Address _____ Occupation Stereotyper

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| WORK WEEK ENDING | HOURS WORKED | | | | | | | TOTAL | HOURLY RATE OF PAY | TOTAL WAGES DUE | TOTAL WAGES PAID | UNDER-PAYMENT | ILLEGAL DEDUCTIONS | TOTAL DUE WORKER |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-8-39 | Sh 6 | ifts | | Un | ion | Ov | erti me | | | paid $52.50 | | | | |
| 10-15-39 | 6 | | | 10 | min. | O. | T. | | | 52.79 | | | | |
| 10-22-39 | 5 | | | no | O. | T. | | | | 43.75 | | | | |
| 10-29-39 | 6 | | | no | O. | T. | | | | 54.48 | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Computed by _____ Examined by _____ Reviewed by _____

244

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

# WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Kay Lewis Date 9-25-40

Address Dallas, Texas Occupation Reporter

Basis of payment $35.00 Weekly Salary

Establishment A. H. Belo Cor. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 48 | | | 35.00 | | | |
| 11-14 | | | | | | | | " | | | " | | | |
| 12-26 | | | | | | | | " | | | " | | | |
| 1-9-39 | | | | | | | | " | | | " | | | |
| 2-27 | | | | | | | | " | | | " | | | |
| 3-6 | | | | | | | | " | | | " | | | |
| 4-17 | | | | | | | | " | | | " | | | |
| 5-29 | | | | | | | | " | | | " | | | |

over

245

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | 48 | | | " | | | |
| 7-31 | | | | | | | | " | | | " | | | |
| 8-28 | | | | | | | | " | | | " | | | |
| 9-11 | | | | | | | | " | | | " | | | |
| 10-23 | | | | | | | | " | | | " | | | |
| 11-6 | | | | | | | | " | | | " | | | |
| 12-11 | | Vacation | | | | | | -0- | | | " | | | |
| 1-15-40 | | | | | | | | 48 | | | " | | | |
| 2-28 | | | | | | | | " | | | " | | | |
| 3-11 | | | | | | | | " | | | " | | | |
| 4-29 | | | | | | | | " | | | " | | | |
| 5-6 | | | | | | | | " | | | " | | | |
| 6-3 | | | | | | | | 0 | (no hours worked) (vacation) | | " | | | |
| 7-1 | | | | | | | | 42 | | | " | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9-26-38 | No time records | | | | | | | | | | 35.00 | | | |
| 10-10-38 | " | " | | " | | | | | | | 35.00 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet_____

File_____

Name of employee Kay Lewis Date_____

Address 612 N. Harwood Occupation Reporter

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-21-40 | | | | | | | | 42 | | | 35.00 | | | |
| 10-7 | | | | | | | | " | | | " | | | |
| 10-21 | | | | | | | | " | | | " | | | |
| 10-28 | | | | | | | | " | | | " | | | |
| 11-4 | | | | | | | | " | | | " | | | |
| 11-11 | | | | | | | | " | | | " | | | |
| 12-2 | | | | | | | | " | | | " | | | |

Amount due for weeks indicated above

248

Wage and Hour Division

File 42-257

Name of employee J. E. Lockart, Jr. Date 9-25-40

Address 3604 Lindenwood Occupation Bookkeeper

Basis of payment Weekly Salary - Variable workweek

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) Work Week Ending | (b) Hours Worked S | M | T | W | T | F | S | (c) Total | (d) Hourly Rate of Pay | (e) Total Wages Due | (f) Total Wages Paid | (g) Under-payment | (h) Illegal Deductions | (i) Total Due Worker |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10-31-38 | | | | | | | | 41-1/2 | | | 25.00 | | | |
| 11-14 | | | | | | | | 48 | | | 2.50<br>25.00 | 2.50<br>25.00 | Extra for work 2.50 | Sunday |
| 12-26 | | | | | | | | 41 | | | 2.50<br>25.00 | 2.50<br>25.00 | | |
| 1-9-39 | | | | | | | | 48 | | | 2.50<br>25.00 | 2.50<br>25.00 | | |
| 2-27 | | | | | | | | 49 | | | 2.50<br>25.00 | 2.50<br>25.00 | | |
| 3-6 | | | | | | | | 46 | | | 2.50<br>25.00 | 2.50<br>25.00 | | |

over

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 4-17 | | | | | | | | 51 | | | 2.50<br>30.00 | 2.50<br>30.00 | | |
| 5-29 | | | | | | | | 47 | | | 2.50<br>30.00 | " | | |
| 6-12 | | | | | | | | 47 | | | 2.50<br>30.00 | " | | |
| 7-31 | | | | | | | | 56 | | | 30.00 | " | | |
| 8-28 | | VA | CA | TI | ON | | | 8 | | | 2.50<br>30.00 | " | | |
| 9-11 | | | | | | | | 46 | | | 2.50<br>30.00 | " | | |
| 10-23 | | | | | | | | 43-1/2 | | | 2.50<br>30.00 | " | | |
| 11-6 | | | | | | | | 47-1/2 | | | 2.50<br>30.00 | " | | |
| 12-11 | | | | | | | | 48 | | | 2.50<br>30.00 | " | | |
| 1-15-40 | | | | | | | | 48 | | | 2.50<br>30.00 | " | | |

250

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3-11 | | | | | | | | 42 | | | 2.50<br>30.00 | " | | |
| 4-29 | | | | | | | | 50-1/2 | | | 2.50<br>30.00 | " | | |
| 5-6 | | | | | | | | 38-1/2 | | | 2.50<br>30.00 | " | | |
| 6-3 | | | | | | | | 48 | | | 2.50<br>30.00 | " | | |
| 7-1 | | | | | | | | 53 | | | 2.50<br>30.00 | " | | |
| 8-5 | | | | | | | | 45 | | | 2.50<br>30.00 | " | | |
| 9-5-38 | No time record | | | | | | | | | | 25.00 | | | |
| 10-10-38 | No time record | | | | | | | | | | 25.00 | | | |
| | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-36
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet _____

File _____

Date _____

Name of employee J. E. Lockart, Jr.

Address 227 N. Ewing Occupation Bookkeeper

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 51 | | | 2.50<br>30.00 | 2.50<br>30.00 | | |
| 10-7 | | | | | | | | 46-1/2 | | | 2.50<br>30.00 | 2.50<br>30.00 | | |
| 10-21 | | | | | | | | 48-1/2 | | | 2.00<br>2.50<br>35.00 | — election returns | | |
| 10-28 | | | | | | | | 46 | | | 2.50<br>35.00 | 2.50<br>35.00 | | |
| 11-4 | | | | | | | | 43 | | | 2.50<br>35.00 | 2.50<br>35.00 | | |

252

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector

Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet_____

## WAGE COMPUTATION SHEET

File _____

Name of employee_____Helen Maureen McCune (Now married - Mrs. Maureen Lovell_____ Date _____

Address_____ Occupation___Foreign Advertising Dept._____

Basis of payment_____

Establishment_____A. H. Belo Corp._____ Address___Dallas, Texas_____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-5-38 | | | | | | | | | | | 18.00 | | | |
| 10-10-38 | | | | | | | | | | | 18.00 | | | |
| 10-31-38 | | | | | | | | | 44 | | 18.00 | | | |
| 11-14-38 | | | | | | | | | 44 | | 18.00 | | | |
| 12-26-38 | | | | | | | | | 36 | | 18.00 | | | |
| 1-9-39 | | | | | | | | | 45 | | 18.00 | | | |
| 2-27-39 | | | | | | | | | 44 | | 18.00 | | | |
| 3-6-39 | | | | | | | | | 44 | | 18.00 | | | |

254

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6-12-39 | | | | | | | | | 44 | | 18.00 | | | | |
| 7-31-39 | | | | | | | | | 44 | | 18.00 | | | | |
| 8-28-39 | | | | | | | | | 44 | | 18.00 | | | | |
| 9-11-39 | | | | | | | | | 44 | | 18.00 | | | | |
| 10-23-39 | | | | | | | | | 44 | | 18.00 | | | | |
| 11-6-39 | | | | | | | | | 44 | | 18.00 | | | | |
| 12-11-39 | | | | | | | | | 30 | | 18.00 | | | | |
| 1-15-40 | | | | | | | | | 44 | | 18.00 | | | | |
| 2-26-40 | | | | | | | | | 44 | | 18.00 | | | | |
| 3-11-40 | | | | | | | | | 44 | | 18.00 | | | | |
| 4-29-40 | | | | | | | | | 44 | | 18.00 | | | | |
| 5-6-40 | | | | | | | | | 44 | | 18.00 | | | | |
| 6-3-40 | | | | | | | | | 41-1/2 | | 18.00 | | | | |

over

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 7-1-40 | | | | | | | | 42 | | | 18.00 | | | |
| 8-5-40 | | | | | | | | 8 | | | 18.00 | | | |
| 9-11-40 | | | | | | | | 42 | | | 18.00 | | | |
| 10-21-40 | | | | | | | | 41-1/2 | | | 18.00 | | | |
| 11-5-40 | | | | | | | | | | | Not here | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | Amount due for weeks indicated above | | | |

Inspector Computed by R. T. C. M. Reviewed by

# WAGE COMPUTATION SHEET

Sheet
File
Date

Name of employee Helen McCune Lovell
Address 612 N. Ewing Occupation Foreign Advertising
Basis of payment
Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 7-1-40 | | | | | | | | 42 | | | 18.00 | | | |
| 8-5-40 | | | | | | | | 8 | | | 18.00 | | | |
| 9-2-40 | | | | | | | | 41-1/2 | | | 18.00 | | | |
| 10-7-40 | | | | | | | | 42 | | | 18.00 | | | |
| 10-21-40 | | | | | | | | 41-1/2 | | | 18.00 | | | |
| 10-28-40 | | | | | | | | 41-1/2 | | | 18.00 | | | |
| 11-4-40 | | | | | | | | 37-1/2 | | | 18.00 | | | |
| 11-11-40 | | | | | | | | 41-1/2 | | | 18.00 | | | |
| 12-2-40 | | | | | | | | 41-1/2 | | | 18.00 | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

257

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2 (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of Employee D. W. Martin
Address 404 E. 10th St. Occupation Mail Clerk
Basis of payment Weekly Wages Variable Hours
Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 42-1/2 | | | 11.00 | | | |
| 11-14 | | | | | | | | 43[1] | | | 11.00 | | | |
| 12-26 | | | | | | | | 36 | | | 11.00 | | | |
| 1-9-39 | | | | | | | | 42[1] | | | 11.00 | | | |
| 2-27 | | | | | | | | 42[2] | | | 11.00 | | | |
| 3-6 | | | | | | | | 42 | | | 11.00 | | | |
| 4-17 | | | | | | | | 42 | | | 11.00 | | | |
| 5-29 | | | | | | | | 42 | | | 11.00 | | | |
| 6-12 | | | | | | | | 42 | | | 11.00 | | | |
| 7-31 | | | | | | | | 42 | | | 11.00 | | | |

258

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8-28 | | | | | | | 42 | | | 11.00 | | | | |
| 9-11 | | | | | | | 42 | | | 11.00 | | | | |
| 10-23 | | | | | | | 42 | | | 11.00 | | | | |
| 11-6 | | | | | | | 42 | | | 12.60 | | | | |
| 12-11 | | | | | | | 42 | | | 12.60 | | | | |
| 1-15-40 | | | | | | | 42 | | | 12.60 | | | | |
| 2-26 | | | | | | | 46 | | | 15.30 | | | | |
| 3-11 | | | | | | | 48 | | | 15.30 | | | | |
| 4-29 | | | | | | | 48 | | | 15.30 | | | | |
| 5-6 | | | | | | | 48 | | | 15.30 | | | | |
| 6-3 | | | | | | | 45[2] | | | 15.30 | | | | |
| 7-1 | | | | | | | 44 | | | 15.30 | | | | |
| 8-5 | | | National Guard Service | | | | | | | 15.30 | | | | |
| | | | | | | | | | | | | | | |
| 9-5-38 | | Not there | | | | | | | | | | | | |
| 10-10-38 | | No record of time | | | | | | | | 10.00 (first week employed) | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-56
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet _____

## WAGE COMPUTATION SHEET

File _____

Name of employee D. W. Martin Date _____

Address Fort Bliss Occupation Mail Boy

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 45 | | | 15.30 | | | |
| 10-7 | | | | | | | | 45 | | | 15.30 | | | |
| 10-21 | | | | | | | | 45 | | | 1.00<br>15.30 | election returns | | |
| 10-28 | | | | | | | | 45 | | | 15.60 | | | |
| 11-4 | | | | | | | | 45 | | | 15.60 | | | |
| 11-11 | | | | | | | | 30 | | | 16.60 | Paid full wk. | $1.00 Extra | |
| | | | | | | | | Left employment 11-8 | | | | | election | returns |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

290

Form AD-46
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Clifton B. Mills Date 9-25-40

Address 1711 Cockrell Street Occupation Power Dept. Employee

Basis of payments Wage Guarantee Weekly – Variable Hours Worked

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 48 | | | 37.50 | | | |
| 11-14 | | | | | | | | " | | | " | | | |
| 12-26 | | | | | | | | 16 | | | " | | | |
| 1-9-39 | | | | | | | | 48 | | | " | | | |
| 2-27 | | | | | | | | " | | | " | | | |
| 3-6 | | | | | | | | " | | | " | | | |
| 4-17 | | | | | | | | " | | | " | | | |
| 5-29 | | | | | | | | " | | | 40.00 | | | |

over

261

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | " | | | " | | | |
| 7-31 | | | | | | | | " | | | " | | | |
| 8-28 | | | | | | | | 49 2 | | | " | | | |
| 9-11 | | | | | | | | 48 | | | " | | | |
| 10-23 | | | | | | | | " | | | " | | | |
| 11-6 | | | | | | | | " | | | " | | | |
| 12-11 | | | | | | | | " | | | " | | | |
| 1-15-40 | | | | | | | | " | | | " | | | |
| 2-26 | | | | | | | | " | | | " | | | |
| 3-11 | | | | | | | | " | | | " | | | |
| 4-29 | | | | | | | | " | | | " | | | |
| 5-6 | | | | | | | | " | | | " | | | |
| 6-3 | | | | | | | | " | | | " | | | |
| 7-1 | | | | | | | | " | | | 42.50 | | | |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 8-5 | | No Card | | | | | ? | (No time worked ) ( vacation ) | | 42.50 | | | |
| | | | | | | | | | | | | | |
| 9-5-38 | | No time Record | | | | | | | | 37.50 | | | |
| 10-10-38 | | " | | " | | " | | | | 37.50 | | | |
| | | | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | |

Inspector ● Computed by R. T. · C. M. Reviewed by

A-24
Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet _____

## WAGE COMPUTATION SHEET

File _____

Name of employee Clifton B. Mills _____ Date _____

Address 1711 Cockrell _____ Occupation _____ Power _____

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 48 | | | 42.50 | | | |
| 10-7 | | | | | | | | " | | | " | | | |
| 10-21 | | | | | | | | " | | | " | | | |
| 10-28 | | | | | | | | " | | | " | | | |
| 11-4 | | | | | | | | " | | | " | | | |
| 11-11 | | | | | | | | 46 | | | " | | | |
| 12-2 | | | | | | | | 48 | | | 42.50 | | | |

Amount due for weeks indicated above

Inspector _____ Computed by _____ R. T. C. M. Reviewed by

264

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Miss Ruth Moffett Date 9-26-40

Address 5405 Vickery Blvd. Occupation Biographical

Basis of payment Weekly Wages

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 44 | | | 18.00 | | | |
| 11-14 | | | | | | | | " | | | " | | | |
| 12-26 | | | | | | | | 36 | | | " | | | |
| 1-9-39 | | | | | | | | 44 | | | " | | | |
| 2-27 | | | | | | | | " | | | " | | | |
| 3-6 | | | | | | | | " | | | " | | | |
| 4-17 | | | | | | | | " | | | " | | | |
| 5-29 | | | Vacation | | | | | -0- | | | " | | | |

over

265

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | 44 | | | " | | | |
| 7-31 | | | | | | | | " | | | " | | | |
| 8-28 | | | | | | | | " | | | " | | | |
| 9-11 | | | | | | | | " | | | " | | | |
| 10-23 | | | | | | | | " | | | " | | | |
| 11-6 | | | | | | | | " | | | " | | | |
| 12-11 | | | | | | | | " | | | " | | | |
| 1-15-40 | | | | | | | | " | | | " | | | |
| 2-26 | | | | | | | | " | | | " | | | |
| 3-11 | | | | | | | | " | | | " | | | |
| 4-29 | | | | | | | | " | | | " | | | |
| 5-6-40 | | | | | | | | " | | | " | | | |
| 6-3 | | | | | | | | " | | | " | | | |
| 7-1 | | | | | | | | " | | | " | | | |
| 8-5 | | | | | | | | " | | | " | | | |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9-3-38 | No time Record | | | | | | | | | | | 17.00 | | | |
| 10-10-38 | " | | " | | " | | | | | | | 17.00 | | | |
| | | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

267

A-7
Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet _____

## WAGE COMPUTATION SHEET

File _____

Name of employee Ruth Moffett Date _____

Address 5405 Vickery Occupation Biographical

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 44 | | | 18.00 | | | |
| 10-7 | | | | | | | | " | | | " | | | |
| 10-21 | | | | | | | | " | | | " | | | |
| 10-28 | | | | | | | | " | | | " | | | |
| 11-4 | | | | | | | | " | | | " | | | |
| 11-11 | | | | | | | | " | | | " | | | |
| 12-2 | | | | | | | | " | | | " | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

268

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet ____

File 42-257

Name of employee B. C. Monroe Date 9-26-40

Address 2112 So. Ervay St. Occupation Power Dept. Employee

Basis of payment Weekly Wage Scale

Establishment A. H. Belo Corp Address DALLAS, TEXAS

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 48 | | | 29.50 | | | |
| 11-14 | | | | | | | | " | | | " | | | |
| 12-26 | | | | | | | | " | | | " | | | |
| 1-9-39 | | | | | | | | " | | | " | | | |
| 2-27 | | | | | | | | " | | | " | | | |
| 3-6 | | | | | | | | " | | | " | | | |
| 4-17 | | | | | | | | " | | | " | | | |
| 5-29 | | | | | | | | 47 | | | 32.50 | | | |

over

269

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | 48 | | | " | | | |
| 7-31 | | | | | | | | " | | | " | | | |
| 8-28 | | | | | | | | " | | | " | | | |
| 9-11 | | | | | | | | " | | | " | | | |
| 10-23 | | | | | | | | " | | | " | | | |
| 11-6 | | | | | | | | " | | | " | | | |
| 12-11 | | | | | | | | " | | | " | | | |
| 1-15-40 | | | | | | | | " | | | " | | | |
| 2-26 | | | | | | | | " | | | " | | | |
| 3-11 | | | | | | | | " | | | " | | | |
| 4-29 | | | | | | | | 40 | | | " | | | |
| 5-6 | | | | | | | | 48 | | | " | | | |
| 6-3 | | | | | | | | " | | | " | | | |
| 7-1 | | | | | | | | " | | | 34.00 | | | |

270

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 34.00 | | | |
| 9-5-38 | | No time records | | | | | | | | | | 29.50 | | | |
| 10-10-38 | | " | " | " | | | | | | | | 29.50 | | | |
| | | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector

Computed by R. T. C. M. Reviewed by

271

A-25
Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee B. C. Monroe

Address 2112 So. Ervay Occupation Power

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Underpayment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 48 | | | 34.00 | | | |
| 10-7 | | | | | | | | " | | | " | | | |
| 10-21 | | | | | | | | " | | | " | | | |
| 10-28 | | | | | | | | " | | | " | | | |
| 11-4 | | | | | | | | " | | | " | | | |
| 11-11 | | | | | | | | " | | | " | | | |
| 12-2 | | | | | | | | 48 | | | 34.00 | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

272

Form AD-26
U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Robert Montigue (q) Date 9-5-40

Address 1031 Dodd Occupation Paper Handler

Basis of payment

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 8-6-38 | | | | | | | | 48 | | 15.00 | | | | |
| 10-1 | | | | | | | | 56 | | 17.50 | | | | |
| 10-8 | | | | | | | | " | | " | | | | |
| 10-29 | | | | | | | | 7<br>48 | | 2.80<br>15.00 | —special work | | | |
| 11-5 | | | | | | | | 44-1/2 | | 15.00 | | | | |
| 12-10 | | | | | | | | (55) | | 17.50 | | | | |
| 1-7-39 | | | | | | | | 47 | | 15.00 | | | | |

over

273

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 1-21 | | | | | | | | 42-1/2 | | " | | | | |
| 2-26 | | | | | | | | 47 | | " | | | | |
| 3-4 | | | | | | | | " | | " | | | | |
| 4-30 | | | | | | | | 47-1/2 | | " | | | | |
| 7-9 | | | | | | | | 48 | | " | | | | |
| 10-8 | | | | | | | | " | | " | | | | |
| 10-29 | | | | | | | | 47 | | " | | | | |
| 12-17 | | | | | | | | 45-1/2 | | " | | | | |
| 1-28-40 | | | | | | | | 45-1/2 | | " | | | | |
| 4-7 | | | | | | | | 47 | | " | | | | |
| 6-9 | | | | | | | | 47 | | " | | | | |
| 8-4 | | | | | | | | 47 | | " | | | | |
| 9-2 | | | | | | | | 47 | | 15.00 | | | | |
| 10-7 | | | | | | | | 47 | | " | | | | |
| 10-21 | | | | | | | | 46 | | " | | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9-5-38 | | | No | time | | | | | | 15.00 | | | | |
| 10-10-38 | | | " | " | | | | | | 17.50 | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | | | | |

Inspector Computed by R. T. C. M. Reviewed by

A-23
Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____

File _____

Date _____

Name of employee Robert Montigue (q)

Address 1031 Dodd Occupation Paper Handler

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-28-40 | | | | | | | | 46 | | | 15.60 | | | |
| 11-4 | | | | | | | | 48 | | | 15.60 | | | |
| 11-11 | | | | | | | | " | | | 15.60 | | | |
| 12-2 | | | | | | | | 54 | | | 18.30 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | Amount due for weeks indicated above | |

Inspector Computed by R. T. C. M. Reviewed by

276

Form AD-24
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet _____

File _____

Name of employee J. A. Moore

Date _____

Address _____ Occupation Stereotyper

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| | Shifts Union Overtime Paid | | | | | | | | | Paid | | | | |
| 10-8-39 | 6 | (295 min. O. T.) | | | | | | | | 61.10 | | | | |
| 10-15-39 | 5 | (1 hr. $1.75 O. T.) | | | | | | | | 45.50 | | | | |
| 10-22-39 | 5 | (30 min. O. T.) | | | | | | | | 44.62 | | | | |
| 10-29-39 | 5 | | | | | | | | | 45.40 | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | Amount due for weeks indicated above | | | | |

Inspector Computed by R. T. C. M. Reviewed by

277

Form AD-26
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet _____
File 42-257
Date 9-26-40

Name of employee Hal Morrow
Address Dallas, Texas Occupation Mail Room Employee
Basis of payment Weekly Wages - Variable Work Week
Establishment A. H. Belo Corp'n. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 45 | | | 28.95 | | | |
| 11-14 | | | | | | | | 44-3/4 | | | 28.85 | | | |
| 12-26 | | | | | | | | 44-1/6 | | | 30.15 | | | |
| 1-9-39 | | | | | | | | 44-5/12 | | | 30.45 | | | |
| 2-27 | | | | | | | | 44-1/3 | | | 30.35 | | | |
| 3-6 | | | | | | | | 44-1/2 | | | 30.50 | | | |
| 4-17 | | | | | | | | 44-1/4 | | | 30.25 | | | |
| 5-29 | | | | | | | | 36-2/3 | | | 30.00 | | | |
| 6-12 | | | | | | | | 44 | | | 30.00 | | | |
| 7-31 | | | | | | | | 44 | | | 30.00 | | | |

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| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee Hal Morrow

Address 2843 Ivandell Occupation Mail Room

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 43-1/6 | | | 30.00 | | | |
| 10-7 | | | | | | | | 40-5/6 | | | " | | | |
| 10-21 | | | | | | | | 40-1/4 | | | " | | | |
| 10-28 | | | | | | | | 40 | | | " | | | |
| 11-4 | | | | | | | | 41 | | | " | | | |
| 11-11 | | | | | | | | 39 | | | " | | | |
| 12-2 | | | | | | | | 41 | | | " | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

280

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee John Newman Date 9-26-40

Address 628-1/2 N. Zang Blvd. Occupation Collector

Basis of payment Weekly Wage Scale - Variable Work Week

Establishment A. H. Belo Corporation Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 53-1/2 | | | 15.00 | | | |
| 11-14-38 | | | | | | | | 47 | | | 15.00 | | | |
| 12-26-38 | | | | | | | | 33-1/2 | | | 15.00 | | | |
| 1-9-39 | | | | | | | | 49 | | | 15.00 | | | |
| 2-27-39 | | | | | | | | 49 | | | 15.00 | | | |
| 3-6-39 | | | | | | | | 47 | | | 15.00 | | | |
| 4-17-39 | | | | | | | | 47 | | | 15.00 | | | |
| 5-29-39 | | | | | | | | 48 | | | 15.00 | | | |

over

281

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12-39 | | | | | | | | 46 | | | 15.00 | | | |
| 7-31-39 | | | | | | | | 46-1/2 | | | 15.00 | | | |
| 8-28-39 | | | | | | | | 46 | | | 15.00 | | | |
| 9-11-39 | | | | | | | | 46 | | | 15.00 | | | |
| 10-23-39 | | | | | | | | 49 | | | 15.00 | | | |
| 11-6-39 | | | | | | | | 48 | | | 16.00 | | | |
| 12-11-39 | | | | | | | | 46 | | | 16.00 | | | |
| 1-15-40 | | | | | | | | 46 | | | 16.00 | | | |
| 2-26-40 | | | | | | | | 48 | | | 18.00 | | | |
| 3-11-40 | | | | | | | | 48 | | | 18.00 | | | |
| 4-29-40 | | | | | | | | 48 | | | 18.00 | | | |
| 5-6-40 | | | | | | | | 48 | | | 18.00 | | | |
| 6-3-40 | | | | | | | | 45 | | | 18.00 | | | |
| √ 7-1-40 | | V | | | | | | 0 | Vacation | | 18.00 | | | |
| 8-5-40 | | | | | | | | 44 | | | 18.00 | | | |

| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee John Newnan

Address 628-½ N. Zang Occupation Former Mail Boy - Another Job

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 45 | | | 18.00 | | | |
| 10-7-40 | | | | | | | | 45 | | | 18.00 | | | |
| 10-21-40 | | | | | | | | 45 | | | 1.00<br>18.00 | election returns | | |
| 10-28-40 | | | | | | | | 46 | | | 18.00 | | | |
| 11-4-40 | | | | | | | | 37-1/2 | | | 18.00 | | | |
| 11-11-40 | | | | | | | | 44 | | | 1.00<br>18.00 | election returns | | |
| 12-2-40 | | | | | | | | 44 | | | 18.00 | | | |
| | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

284

Form AD-56
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

Sheet _____

## WAGE COMPUTATION SHEET

File _____

Name of employee Charles Prasifka _____ Date _____

Address _____ Occupation Clerical-Mechanical Department _____

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-16-38 | | | | | | | | 48 | | | 34.00 | | | |
| 10-23-38 | | | | | | | | 48 | | | " | | | |
| 11-6-38 | | | | | | | | 48 | | | " | | | |
| 11-20-38 | | | | | | | | 48 | | | " | | | |
| 11-27-38 | | | | | | | | 44 | | | " | | | |
| 12-4-38 | | | | | | | | 48 | | | " | | | |
| 1-8-39 | | | | | | | | 44-1/2 | | | " | | | |
| 1-15-39 | | | | | | | | 48 | | | " | | | |
| 2-19-39 | | | | | | | | 48-1/2 | | | " | | | |

over

285

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 2-26-39 | | | | | | | | 48-1/4 | | | " | | | |
| 3-5-39 | | | | | | | | 48-1/2 | | | " | | | |
| 3-26-39 | | | | | | | | 49 | | | " | | | |
| 4-2-39 | | | | | | | | 46 | | | " | | 74c reg 1.11 overtime | |
| 4-16-39 | | | | | | | | 50 | | | " | | if works 2 more hrs over- | |
| 4-23-39 | | | | | | | | 49-3/4 | | | " | | time rate drops to 1.09¼ | |
| 6-11 | | | | | | | | 48-3/4 | | | " | | and regular rate drops to | |
| 8-6 | | | | | | | | 50-3/4 | | | " | | 73c | |
| 10-15 | | | | | | | | 45 | | | " | | | |
| 10-29 | | | | | | | | 48 | | | " | | | |
| 11-26 | | | | | | | | 44 | | | " | | | |
| 12-3 | | | | | | | | 48 | | | " | | | |
| 12-10 | | | | | | | | 49-1/4 | | | " | | | |
| 12-24 | | | | | | | | 48 | | | " | | | |

Inspector Computed by R. T. C. M. Reviewed by

Amount due for weeks indicated above

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee Charles Prasifka
Address _____ Occupation Clerical-Mechanical Department _____
Basis of payment _____
Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 1-7-1940 | | | | | | | | 48 | | | $34.00 | | | |
| 1-14 | | | | | | | | 48-1/2 | | | " | | | |
| 4-14 | | | | | | | | 48 | | | " | | | |
| 7-2 | | | | | | | | 48 | | | " | | | |
| 7-28 | | | | | | | | 50 | | | " | | | |
| 8-4 | | | | | | | | 50 | | | " | | | |
| 8-11 | | | | | | | | 50 | | | " | | | |
| 8-25 | | | | | | | | 48 | | | " | | | |
| 9-1 | | | | | | | | 48 | | | " | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

287

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____

File _____

Name of employee Thomas Jefferson Simmons

Date _____

Address _____ Occupation Telegraph - Editorial

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-5-38 | | | | | | | | | | | 35.00 | | | |
| 10-10 | | | | | | | | | | | 40.00 | | | |
| 10-31 | | | | | | | | 48 | | | 40.00 | | | |
| 11-14 | | | | | | | | 48 | | | 40.00 | | | |
| 12-26 | | | | | | | | 53-1/2 | | | 40.00 | | | |
| 1-9-39 | | | | | | | | 48 | | | 40.00 | | | |
| 2-27 | | | | | | | | 47-1/2 | | | 40.00 | | | |
| 3-6 | | | | | | | | 48 | | | 40.00 | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4-17 | | | | | | | 47-1/2 | | | 40.00 | | | | |
| 5-29 | | | | | | | 48 | | | 40.00 | | | | |
| 6-12 | | | | | | | 48-1/4 | | | 40.00 | | | | |
| 7-31 | | | | | | | 56 | | | 40.00 | | | | |
| 8-28 | | | | | | | 50 | | | 40.00 | | | | |
| 9-11 | | | | | | | 48 | | | 40.00 | | | | |
| 10-23 | | | | | | | 48 | | | 45.00 | | | | |
| 11-6 | | | | | | | 50 | | | 45.00 | | | | |
| 12-11 | | | | | | | 48 | | | 45.00 | | | | |
| 1-15-40 | | | | | | | 45-1/2 | | | 45.00 | | | | |
| 2-26 | | | | | | | 51 | | | 45.00 | | | | |
| 3-11 | | | | | | | 50-1/2 | | | 45.00 | | | | |
| 4-29 | | | | | | No | card | | | 5.00<br>45.00 | – | Special Article | | |
| 5-6 | | | | | | " | " | | | 50.00 | | | | |
| 6-3 | | | | | | " | " | | | 50.00 | | | | |
| | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | | | | |

Inspector Computed by R. T. C. M. Reviewed by

289

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee T. J. Simmons
Address _____ Occupation Telegraph
Basis of payment _____
Establishment Head of Dept. No hour record Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 7-1-40 | | | | | | | | – | | | 50.00 | | | |
| 8-5 | | | | | | | | – | | | " | | | |
| 9-2 | | | | | | | | – | | | " | | | |
| 10-7 | | | | | | | | – | | | " | | | |
| 10-21 | | | | | | | | – | | | " | | | |
| 10-28 | | | | | | | | – | | | " | | | |
| 11-4 | | | | | | | | – | | | " | | | |
| 11-11 | | | | | | | | – | | | " | | | |
| 12-2 | | | | | | | | – | | | " | | | |

290

Inspector | Computed by | AMOUNT DUE FOR WEEKS INDICATED ABOVE | R. T. | C. M. | Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet _____

File 42-257

Name of employee William Snodgrass Date _____

Address 3313 Newman Occupation Night Watchman

Basis of payment

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-5-38 | | No | ti | me | rec | ord | ke | pt | | | 15.00 | | | |
| 10-10-38 | | | | | | | | | | | 15.00 | | | |
| 10-31-38 | | | | | | | | 47 | | | 20.00 | | | |
| 11-14-38 | | | | | | | | 46 | | | 20.00 | | | |
| 12-26-38 | | | | | | | | 46 | | | 20.00 | | | |
| 1-9-39 | | | | | | | | 46 | | | 20.00 | | | |
| 2-27-39 | | | | | | | | 46 | | | 20.00 | | | |
| 3-6-39 | | | | | | | | 46 | | | 20.00 | | | |

over

291

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Underpayment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 4-17-39 | | | | | | | | 46 | | | 20.00 | | | |
| 5-29-39 | | | | | | | | 46 | | | 20.00 | | | |
| 6-12-39 | | | | | | | | 46 | | | 20.00 | | | |
| 7-31-39 | | | | | | | | 46 | | | 20.00 | | | |
| 8-28-39 | | | | | | | | 46 | | | 20.00 | | | |
| 9-11-39 | | | | | | | | 46 | | | 20.00 | | | |
| 20-23-39 | | | | | | | | 46 | | | 20.00 | | | |
| 11-6-39 | | | | | | | | 46 | | | 20.00 | | | |
| 12-11-39 | | | | | | | | 46 | | | 20.00 | | | |
| 1-15-40 | | | | | | | | 46 | | | 20.00 | | | |
| 2-26-40 | | | | | | | | 46 | | | 20.00 | | | |
| 3-11-40 | | | | | | | | 46 | | | 20.00 | | | |

| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee William Snodgrass
Address 3313 Newman Occupation Night Watchman
Basis of payment
Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked. | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 7-1-40 | | | | 7 | | | | 46 | | | 20.00 | | | |
| 8-5-40 | | | | | | | | 46 | | | 20.00 | | | |
| 9-2-40 | | | | | | | | 46 | | | 20.00 | | | |
| 10-7-40 | | | | | | | | 46 | | | 20.00 | | | |
| 10-21-40 | | | | | | | | 46 | | | 20.00 | | | |
| 10-28-40 | | | | | | | | 46 | | | 20.00 | | | |
| 11-4-40 | | | | | | | | 46 | | | 20.00 | | | |
| 11-11-40 | | | | | | | | 46 | | | 20.00 | | | |
| 12-2-40 | | | | | | | | 46 | | | 20.00 | | | |

Inspector Computed by

Amount due for weeks indicated above

R. T. C. M.

264

Form AD-96
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Bernice Vickers Date 9-26-40

Address 5623 Monticello St. Occupation General Circulation

Basis of payment Weekly Wage Scale - Variable Work Week

Establishment A. H. Belo Corp'n. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 44 | | | 25.00 | | | |
| 11-14 | | | | | | | | 40 | | | 25.00 | | | |
| 12-26 | | | | | | | | 32 | | | 25.00 | | | |
| 1-9-39 | | | | | | | | 44 | | | 25.00 | | | |
| 2-27 | | | | | | | | 44 | | | 25.00 | | | |
| 3-6 | | | | | | | | 44 | | | 25.00 | | | |
| 4-17 | | | | | | | | 44 | | | 25.00 | | | |
| 5-29 | | | | | | | | 44 | | | 25.00 | | | |

over

295

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | Va | cati | on | | | 0 | | | 25.00 | | | |
| 7-31 | | | | | | | | 48 | | | 25.00 | | | |
| 8-28 | | | | | | | | 44 | | | 25.00 | | | |
| 9-11 | | | | | | | | 44 | | | 25.00 | | | |
| 10-23 | | | | | | | | 44 | | | 27.50 | | | |
| 11-6 | | | | | | | | 44 | | | 27.50 | | | |
| 12-11 | | | | | | | | 44 | | | 27.50 | | | |
| 1-15-40 | | | | | | | | 44 | | | 27.50 | | | |
| 2-26 | | | | | | | | 44 | | | 27.50 | | | |
| 3-11 | | | | | | | | 44 | | | 27.50 | | | |
| 4-29 | | | | | | | | 48 | | | 27.50 | | | |
| 5-6 | | | | | | | | 36 | | | 27.50 | | | |
| 6-3 | | | | | | | | 42 | | | 27.50 | | | |
| 7-1 | | | | | | | | 42 | | | 27.50 | | | |
| 8-5 | | | | | | | | 42 | | | 27.50 | | | |
| 9-5-38 | No time record | | | | | | | | | | 25.00 | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10-10-38 | " | " | " | " | " | | | | | 25.00 | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee Bernice Vickers
Address 5623 Monticello Occupation General Circulation
Basis of payment
Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-24-40 | | | | | | | | 42 | | | 27.50 | | | |
| 10-7 | | | | | | | | 42 | | | " | | | |
| 10-21 | | | | | | | | 42 | | | " | | | |
| 10-28 | | | | | | | | 42 | | | " | | | |
| 11-4 | | | | | | | | 42-2/3 | | | " | | | |
| 11-11 | | | | | | | | 42 | | | " | | | |
| 12-2 | | | | | | | | 43 | | | " | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by

298

Form AD-39
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Richard West Date 9-26-40

Address 3016 Yale St. Occupation Editorial Writer-Agri.

Basis of payment Weekly Wage Scale - Variable Work Week

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 44 | | | 30.00 | | | |
| 11-14-38 | | | | | | | | " | | | " | | | |
| 12-26-38 | | | | | | | | 46 | | | 35.00 | | | |
| 1-9-39 | | | | | | | | 48 | | | " | | | |
| 2-27-39 | | | | | | | | 47 | | | " | | | |
| 3-6 | | | | | | | | 32 | | | " | | | |
| 4-17 | | | | | | | | 48 | | | " | | | |
| 5-29 | | | | | | | | " | | | " | | | |

over

299

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | " | | | " | | | |
| 7-31 | | | | | | | | " | | | " | | | |
| 8-28 | | | | | | | | " | | | " | | | |
| 9-11 | | | | | | | | " | | | " | | | |
| 10-23 | | | | | | | | " | | | " | | | |
| 11-6 | | | | | | | | " | | | " | | | |
| 12-11 | | | | | | | | " | | | " | | | |
| 1-15-40 | | | | | | | | " | | | " | | | |
| 2-26 | | | | | | | | " | | | 40.00 | | | |
| 3-11 | | | | | | | | " | | | 40.00 | | | |
| 4-29 | | | | | | | | " | | | " | | | |
| 5-6 | | | | | | | | " | | | " | | | |
| 6-3 | | | | | | | | 42 | | | | | | |

300

| | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7-1 | | | | | | | | 42 | | | | " | | | | | | | |
| 8-5 | | | | | | | | 42 | | | | " | | | | | | | |
| 9-5-38 | | No | Hour | Record | | | | | | | | 30.00 | | | | | | | |
| 10-10-38 | | " | " | " | | | | | | | | 30.00 | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-46
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee Richard West

Address 3016 Yale Occupation Editorial

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 42 | | | 40.00 | | | |
| 10-7 | | | | | | | | " | | | 45.00 | (Special Article Written) | | |
| 10-21 | | | | | | | | " | | | 40.00 | | | |
| 10-28 | | | | | | | | " | | | " | | | |
| 11-4 | | | | | | | | 34 | | | " | | | |

302

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-11 | Left | Employment | | | | | " | | | " | | | |
| 12-2 | | | | | | | | | | | | | |

Inspector | Computed by | AMOUNT DUE FOR WEEKS INDICATED ABOVE | R. T. | C. M. | Reviewed by

Form AD-28
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

## WAGE COMPUTATION SHEET

Sheet ____

File 42-257

Name of employee Chas. M. Wilson

Date 9-26-40

Address 1603 Marburg St. Occupation General Circulation

Basis of payment Weekly Wage Scale - Variable Work Week

Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 47[2] | | | 23.50 | | | |
| 11-14 | | | | | | | | 44[2] | | | " | | | |
| 12-26 | | | | | | | | 32 | | | " | | | |
| 1-9-39 | | | | | | | | 44-1/2 | | | " | | | |
| 2-27 | | | | | | | | 47-1/2 | | | " | | | |
| 3-6 | | | | | | | | 44-1/2 | | | 30.00 | | | |
| 4-17 | | | | | | | | 44-1/2 | | | 30.00 | | | |
| 5-29 | Vacation | | | | | | | 8 | | | " | | | |

over

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | 44[2] | | | " | | | |
| 7-31 | | | | | | | | 46-1/2 | | | " | | | |
| 8-28 | | | | | | | | 44[2] | | | " | | | |
| 9-11 | | | | | | | | 44-1/2 | | | " | | | |
| 10-23 | | | | | | | | 44[2] | | | " | | | |
| 11-6 | | | | | | | | 47-1/2 | | | " | | | |
| 12-11 | | | | | | | | 44-1/2 | | | " | | | |
| 1-15-40 | | | | | | | | 47-1/2 | | | " | | | |
| 2-26 | | | | | | | | " | | | " | | | |
| 3-11 | | | | | | | | " | | | " | | | |
| 4-29 | | | | | | | | 48 | | | " | | | |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5-6 | | | | | | | | 44 | | | " | | | | | |
| 6-3 | | | | | | | | 43-3/4 | | | " | | | | | |
| 7-1 | | | | | | | | 42 | | | " | | | | | |
| 8-5 | | | | | | | | 45 | | | " | | | | | |
| 9-5-38 | No time Record | | | | | | | | | | | 23.50 | | | | |
| 10-10-38 | " | " | | " | | | | | | | | 23.50 | | | | |
| | | | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-68
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee Chas. M. Wilson
Address 1603 Marburg Occupation Genl. Circulation
Basis of payment
Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-2-40 | | | | | | | | 44-1/2 | | | 37.50 | | | |
| 10-7 | | | | | | | | 42 | | | " | | | |
| 10-21 | | | | | | | | " | | | " | | | |
| 10-28 | | | | | | | | " | | | " | | | |
| 11-4 | | | | | | | | 42-1/2 | | | " | | | |
| 11-11 | | | | | | | | 42 | | | " | | | |
| 12-2 | | | | | | | | 42 | | | " | | | |
| 9-5-38 | No time Record | | | | | | | | | | 23.50 | | | |
| 10-10-38 | " | | " | | " | | | | | | 23.50 | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

306

U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Sheet
File
Date

## WAGE COMPUTATION SHEET

Name of employee Early Walker

Address Occupation Janitor (colored)

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 9-5-38 | | | | | | | | | | | 18.90 | | | |
| 10-10 | | | | | | | | | | | " | | | |
| 10-31 | | | | | | | | 48 | | | " | | | |
| 11-14 | | | | | | | | " | | | " | | | |
| 12-26 | | | | | | | | 40 | | | " | | | |
| 1-9-39 | | | | | | | | 48 | | | " | | | |
| 2-27 | | | | | | | | " | | | " | | | |
| 3-6 | | | | | | | | " | | | " | | | |
| 4-17 | | | | | | | | " | | | " | | | |
| 5-29 | | | | | | | | " | | | " | | | |

over

307

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12 | | | | | | | | " | | | " | | | |
| 7-31 | | | | | | | | " | | | " | | | |
| 8-28 | | | | | | | | " | | | " | | | |
| 9-11 | | Vacation | | | | | | | | | " | | | |
| 10-23 | | | | | | | | 48 | | | " | | | |
| 11-6 | | | | | | | | " | | | " | | | |
| 12-11 | | | | | | | | " | | | " | | | |
| 1-15-40 | | | | | | | | " | | | " | | | |
| 2-26 | | | | | | | | " | | | " | | | |
| 3-11 | | | | | | | | " | | | " | | | |
| 4-29 | | | | | | | | " | | | " | | | |
| 5-6 | | | | | | | | " | | | " | | | |
| 6-3 | | | | | | | | " | | | " | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector | Computed by R. T. C. M. | Reviewed by

308

Form AD-28
U. S. DEPARTMENT OF LABOR
Wage and Hour Division
(7-40)

Plaintiff's Exhibit No. 2. (Continued)

WAGE COMPUTATION SHEET

Sheet
File

Address 2115 Paris Occupation Janitor

Basis of payment

Establishment Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 7-1-40 | | | | | | | | 48 | | | 18.90 | | | |
| 8-5 | | | | | | | | " | | | " | | | |
| 9-2 | | | | | | | | " | | | " | | | |
| 10-7 | | | | | | | | " | | | " | | | |
| 10-21 | | | | | | | | " | | | " | | | |
| 10-28 | | | | | | | | " | | | " | | | |
| 11-4 | | | | | | | | " | | | " | | | |
| 11-11 | | | | | | | | " | | | " | | | |
| 12-2 | | | | | | | | " | | | " | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

309

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3.

# WAGE COMPUTATION SHEET

Sheet 42-257
File 9-19-40
Date

Name of employee James Alderman
Address 5235 Vickery Blvd., Dallas, Texas Occupation Announcer - News Processor
Basis of payment
Establishment A. H. Belo Corpn. WFAA-KGKO Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 8-12-40 | | | | | | | | 60 | | | 51.75 | | | |
| 8-19 | | | | | | | | 58-1/2 | | | 48.63 | other compensation | | |
| 9-2 | | | | | | | | 32-1/2 | | | 52.50 | from sponsar | | |
| 10-7 | | | | | | | | 46 | | | 67.50 | | | |
| 10-21 | | | | | | | | 47-1/4 | | | 72.50 | | | |
| 10-28 | | | | | | | | 50 | | | 72.50 | | | |
| 11-4 | | | | | | | | 53-1/2 | | | 72.50 | | | |
| 11-11 | | | | | | | | 54-3/4 | | | 74.31 | | | |
| 12-2 | | | | | | | | 55-1/4 | | | 67.50 | other compensation - from sponsar | | |
| | | | | | | | | | | Amount due for weeks indicated above | | | | |

Inspector Computed by R. T. C. M. Reviewed by

310

Form AD-8
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

# WAGE COMPUTATION SHEET

Sheet
File
Date

Name of employee Chas. D. Armentrout
Address 3805 Gillon, Dallas, Texas Occupation Bookkeeper (WFAA)
Basis of payment
Establishment A. H. Belo Corporation Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-2-39 | | | | | | | | 49-1/2 | | | $35.00 | | | |
| 11-6-39 | | | | | | | | 44 | | | 35.00 | | | |
| 1-8-40 | | | | | | | | 41-1/2 | | | 35.00 | | | |
| 3-25-40 | | | | | | | | 45 | | | 35.00 | | | |
| 5-6-40 | | | | | | | | 48-1/2 | | | 35.00 | | | |
| 6-10-40 | | | | | | | | 42 | | | 35.00 | | | |
| 7-8-40 | | | | | | | | 42-1/2 | | | 35.00 | | | |
| 8-12-40 | | | | | | | | 54 | | | 35.00 | | | |
| 8-19-40 | | | | | | | | 44-1/2 | | | 35.00 | | | |
| 9-2-40 | | | | | | | | 54 | | | 35.00 | | | |
| 9-9-40 | | | | | | | | 53 | | | 35.00 | | | |
| | | | | | | | | | | | Amount due for weeks indicated above | | | |

Inspector Computed by R. T. C. M. Reviewed by

311

Form AD-56
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

Sheet _____

File _____

Date _____

# WAGE COMPUTATION SHEET

Name of employee Velma Boyce

Address _____ Occupation Stenographer

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 41-1/2 | | | 35.00 | | | |
| 11-7 | | | | | | | | 41-1/2 | | | 35.00 | | | |
| 12-12 | | | | | | | | 41-1/2 | | | 35.00 | | | |
| 1-9-39 | | | | | | | | 40-1/2 | | | 35.00 | | | |
| 2-6 | | | | | | | | 41-1/2 | | | 35.00 | | | |
| 3-13 | | | | | | | | 42-1/2 | | | 35.00 | | | |
| 4-24 | | | | | | | | 15. | | | 35.00 | | | |
| 6-12 | | | | | | | | 42-1/2 | | | 35.00 | | | |
| 8-21 | | | | | | | | 42-1/2 | | | 35.00 | | | |

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| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

## WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee Olen Brown
Address _____ Occupation Control Operator
Basis of payment _____
Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 46-3/4 | | | 45.00 | | | |
| 11-7 | | | | | | | | 34-1/4 | | | 45.00 | | | |
| 12-12 | | | | | | | | 51-3/4 | | | 45.00 | | | |
| 1-9-39 | | | | | | | | 39 | | | 45.00 | | | |
| 2-6 | | | | | | | | 55 55 | | | 46.59 | | | |
| 3-13 | | | | | | | | 30-1/2 | | | 45.00 | | | |
| 4-24 | | | | | | | | 66 | | | 57.94 | | | |
| 6-12 | | | | | | | | 48-1/4 | | | 45.00 | | | |
| 8-21 | | | | | | | | 44-3/4 | | | 45.00 | | | |
| 10-2 | | | | | | | | 62-3/4 | | | 54.28 | | | |

| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

# WAGE COMPUTATION SHEET

Sheet _____

File _____

Date _____

Name of employee Mary Louise Crowdus

Address _____ Occupation Stenographer

Basis of payment _____

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 8-12-40 | | | | | | | | 42 | | | 27.50 | | | |
| 9-2 | | | | | | | | 41-1/2 | | | 27.50 | | | |
| 10-7 | | | | | | | | 44 | | | 27.50 | | | |
| 10-21 | | | | | | | | 42-1/2 | | | 13.75(½)<br>13.75(½) | | | |
| 10-28 | | | | | | | | 43 | | | 13.73(½)<br>13.75(½) | | | |
| 11-4 | | | | | | | | 43 | | | 13.75(½)<br>13.75(½) | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11-11 | | | | | | | 44 | | | 13.75<br>13.75 | | | |
| 12-2 | | | | | | | 42-1/2 | | | 13.75<br>13.75 | | | |
| 1-6-41 | | | | | | | 35 | | | X | | | |
| | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

## WAGE COMPUTATION SHEET

Sheet ___1.___

File___42-257_____

Name of employee___Teddy P. DeHay_____ Date__9-17-40_____

Address___1224 Georgia St., Dallas, Texas_____ Occupation___Traffic Manager-prepares programs_____

Basis of payment_____

Establishment___A. H. Belo Corp. WFAA-KGKO_____ Address___Dallas, Texas_____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 48 | | | 30.00 | | | |
| 11-7-38 | | | | | | | | 48 | | | 30.00 | | | |
| 12-12-38 | | | | | | | | 46 | | | 30.00 | | | |
| 1-9-39 | | | | | | | | 45 | | | 30.00 | | | |
| 2-6-39 | | | | | | | | 45-1/2 | | | 30.00 | | | |
| 3-13-39 | | | | | | | | 47 | | | 30.00 | | | |
| 4-24-39 | | | | | | | | 46-1/2 | | | 30.00 | | | |
| 8-12-39 | | | | | | | | 47 | | | 30.00 | | | |
| 10-2-39 | | | | | | | | 48 | | | 35.00 | | | |

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| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

# WAGE COMPUTATION SHEET

Sheet 2

File 42-257

Name of employee Teddy P. DeHay Date

Address Occupation

Basis of payment

Establisament Address

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 11-11-40 | | | | | | | | 42-1/2 | | | 35.00 | | | |
| 12-2-40 | | | | | | | | 41 | | | 35.00 | | | |
| 1-6-41 | | | | | | | | 43-1/2 | | X | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by R. T. C. M. Reviewed by

320

Form AD-46
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

## WAGE COMPUTATION SHEET

Sheet 1

File 42-257

Name of employee William C. Ellis Date 9-17-40

Address 5648 Eastside Ave., Dallas, Texas Occupation Studio control engineer

Basis of payment 45.00 as operator—10.00 for handling electrical transcriptions.

Establishment A. H. Belo Corp. WFAA Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 49-1/2 | | | 55.00 | | | |
| 11-7-38 | | | | | | | | 49-1/4 | | | 55.00 | | | |
| 12-12-38 | | | | | | | | 51 | | | 55.00 | | | |
| 1-9-39 | | | | | | | | 53-1/2 | | | 55.00 | | | |
| 2-6-39 | | | | | | | | 52 | | | 55.00 | | | |
| 4-24-39 | | | | | | | | 60-1/2 | | | 55.00 | | | |
| 6-12-39 | | | | | | | | 49 | | | 55.00 | | | |
| 7-10-39 | | | | | | | | 62-1/2 | | | 55.00 | | | |

over

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 8-21-39 | | | | | | | | 61-1/2 | | | 55.00 | | | |
| 10-2-39 | | | | | | | | 74-1/2 | | | 65.13 | | | |
| 11-6-39 | | | | / | | | | 56 | | | 55.00 | | | |
| 1-8-40 | | | | | | | | 52-1/2 | | | 55.00 | | | |
| 5-6-40 | | | | | | | | 45-1/2 | | | 55.00 | | | |
| 6-10-40 | | | | | | | | 57-1/2 | | | 55.00 | | | |
| 7-8-40 | | | | | | | | 56-1/4 | | | 55.00 | | | |
| 8-19-40 | | | | | | | | 48 | | | 55.00 | | | |
| 9-2-40 | | | | | | | | 50 3/4 | | | 55.00 | | | |
| 10-7-40 | | | | | | | | 71-1/4 | | | 55.00 | | | |
| 10-21-40 | | | | | | | | 70-1/4 | | | 55.00 | | | |
| 10-28-40 | | | | | | | | 66-3/4 | | | 55.00 | | | |
| 11-4-40 | | | | | | | | 66-3/4 | | | 55.00 | | | |
| 11-11-40 | | | | | | | | 67-1/4 | | | 55.00 | | | |
| 12-2-40 | | | | | | | | 73 | | | 55.00 | | | |
| 1-6-41 | | | | | | | | 81-1/2 | | | X | | | |

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| | | |

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

Sheet 1

## WAGE COMPUTATION SHEET

File 42-257

Name of employee Cecil I. Hartzell

Date 9-17-40

Address 5904 Revere Drive, Dallas, Texas Occupation Announcer

Basis of payment

Establishment A. H. Belo Corp. FWAA Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 48-1/2 | | | 60.00 | added am't for program | above 50.00 extras | |
| 11-7-38 | | | | | | | | 49 | | | 60.00 | | " | |
| 12-12-38 | | | | | | | | 51-1/2 | | | 60.00 | | " | |
| 1-9-39 | | | | | | | | 48 | | | 60.00 | | " | |
| 2-6-39 | | | | | | | | 50-1/2 | | | 60.00 | | " | |
| 3-13-39 | | | | | | | | 50-1/2 | | | 60.00 | | " | |
| 4-24-39 | | | | | | | | 54-1/2 | | | 60.00 | | " | |
| 6-12-39 | | | | | | | | 40 | | | 60.00 | | " | |
| 10-2-39 | | | | | | | | 47-1/2 | | | 54.17 | | " | |
| 11-6-39 | | | | | | | | 47 | | | 57.50 | | " | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1-8-40 | | | | | | | 45 | | | 57.50 | | " | | |
| 3-25-40 | | | | | | | 49 | | | 57.50 | | " | | |
| 5-6-40 | | | | | | | 43-1/2 | | | 65.00 | | " | | |
| 6-10-40 | | | | | | | 43-1/12 | | | 52.50 | | " | | |
| 7-8-40 | | | | | | | 42 | | | 56.50 | | " | | |
| 8-12-40 | | | | | | | 40-3/4 | | | 52.50 | | " | | |
| 9-2-40 | | (vacation) | | | | | 12-1/2 | | | 60.00 | | " | | |
| 10-7-40 | | | | | | | 56 | | | 65.00 | 2.50 for overtime rest above $50.00 for program extras | | | |
| 10-21-40 | | | | | | | 47-3/4 | | | 67.50 | | | | |
| 10-28-40 | | | | | | | 45-1/4 | | | 67.50 | | | | |
| 11-4-40 | | | | | | | 55-1/2 | | | 67.50 | | | | |
| 11-11-40 | | | | | | | 41 | | | 67.50 | | | | |
| 12-2-40 | | | | | | | 47 | | | 60.00 | | | | |
| 1-6-41 | | | | | | | 44-1/4 | | | X | | | | |
| | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | | | | |

Inspector Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

Sheet_____

## WAGE COMPUTATION SHEET

File 42-257

Name of employee Arthur C. Kuehn Date 9-17-40

Address 5728 Worth St., Dallas, Texas Occupation Librarian - Music

Basis of payment

Establishment A. H. Belo Corpn. WFAA Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 57-1/2 | | | 43.02 | | | |
| 11-7-38 | | | | | | | | 54 | | | 40.00 | | | |
| 12-12 | | | | | | | | 54 | | | 40.00 | | | |
| 1-9-39 | | | | | | | | 40-1/2 | | | 40.00 | | | |
| 2-6- | | | | | | | | 54 | | | 40.00 | | | |
| 3-13 | | | | | | | | 54 | | | 40.00 | | | |
| 4-24- | | | | | | | | 54 | | | 40.00 | | | |
| 6-12 | | | | | | | | 54 | | | 40.00 | | | |
| 10-2 | | | | | | | | 54 | | | 45.00 | | | |
| 11-6 | | | | | | | | 54 | | | 45.00 | | | |

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| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1-8-40 | | | | | | | | 54 | | | | 45.00 | | | |
| 3-25 | | | | | | | | 54 | | | | 45.00 | | | |
| 5-6 | | | | | | | | 54 | | | | 45.00 | | | |
| 6-10 | | | | | | | | 52-1/2 | | | | 45.00 | | | |
| 7-8 | | | | | | | | 52-1/2 | | | | 45.00 | | | |
| 8-12 | | | | | | | | 52-1/2 | | | | 45.00 | | | |
| 9-2 | | | | | | | | 68-3/4 | | | | 61.59 | | | |
| 9-9 | | | | | | | | 60-3/4 | | | | 52.59 | | | |
| 10-7 | | | | | | | | 54-1/4 | | | | 45.28 | | | |
| 10-21 | | | | | | | | 54 | | | | 47.50 | | | |
| 10-28 | | | | | | | | 53-1/2 | | | | 47.74 | | | |
| 11-4 | | | | | | | | 54 | | | | 47.50 | | | |
| 11-11 | | | | | | | | 54 | | | | 47.50 | | | |
| 12-2 | | | | | | | | 54 | | | | 47.50 | | | |
| 1-6-41 | | | | | | | | 55 | | | | X | | | |
| | | | | | | | | | | | | AMOUNT DUE FOR WEEKS INDICATED ABOVE | | | |

Inspector Computed by R. T. C. M. Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

# WAGE COMPUTATION SHEET

Sheet 1
File 42-257
Date 9-17-40

Name of employee Eudell Martin
Address 404 East 10th, Dallas, Texas Occupation Vari-types
Basis of payment
Establishment A. H. Belo Corp. WFAA - KGKO Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 7-8-40 | | | | | | | | 57-3/4 | | | 21.88 | | | |
| 9-2-40 | | | | | | | | 64-3/4 | | | 25.38 | | | |
| 10-7-40 | | | | | | | | 46-3/4 | | | 20.00 | | | |
| 10-21-40 | | | | | | | | 37 | | | 20.00 | | | |
| 10-28-40 | | | | | | | | 37 | | | 20.00 | | | |
| 11-4-40 | | | | | | | | 38-1/4 | | | 20.00 | | | |
| 11-11-40 | | | | | | | | 41-1/4 | | | 20.00 | | | |
| 12-2-40 | | | | | | | | 38-1/4 | | | 20.00 | | | |
| 1-6-41 | Time not yet reported - works nights | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector Computed by

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Form AD-56
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

# WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee Eugene Stanley Martin Date 9-18-40

Address 618 N. Lancaster Dallas, Texas Occupation News Processor

Basis of payment

Establishment A. H. Belo Corpn. WFAA-KGKO Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-12-39 | | | | | | | | 54 | | | 30.00 | | | |
| 7-10 | | | | | | | | 54 | | | 30.00 | | | |
| 8-21 | | | | | | | | 54 | | | 30.00 | | | |
| 10-2 | | | | | | | | 54 | | | 30.00 | | | |
| 11-6 | | | | | | | | 54 | | | 30.00 | | | |
| 1-8-40 | | | | | | | | 52 | | | 30.00 | | | |
| 3-25 | | | | | | | | 48 | | | 30.00 | | | |
| 5-8 | | | | | | | | 48 | | | 30.00 | | | |

over

329

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 6-10 | | | | | | | | 48 | | | 30.00 | | | |
| 7-8 | | | | | | | | 48 | | | 30.00 | | | |
| 9-2 | | | | | | | | 48 | | | 30.00 | | | |
| 9-9 | | | | | | | | 48 | | | 30.00 | | | |
| 10-7 | | | | | | | | 42 | | | 30.00 | | | |
| 10-21 | | | | | | | | 42 | | | 35.00 | | | |
| 10-28 | | | | | | | | 42 | | | 35.00 | | | |
| 11-4 | | | | | | | | 42 | | | 35.00 | | | |
| 11-11 | | | | | | | | 42 | | | 35.00 | | | |
| 12-2 | | | | | | | | 42 | | | 35.00 | | | |
| 1-6-41 | | | | | | | | 42 | | | X | | | |
| | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector | Computed by | R. T. | C. M. | Reviewed by

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

## WAGE COMPUTATION SHEET

Sheet_____

File 42-257

Name of employee James Orville Raines Date 9-18-40

Address 2926 Arizona St. Occupation Mail or Office Boy

Basis of payment

Establishment A. H. Belo Corpn. WFAA-KGKO Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-31-38 | | | | | | | | 46 | | | 15.00 | | | |
| 11-7 | | | | | | | | 47-1/2 | | | 15.00 | | | |
| 12-12 | | | | | | | | 49-1/2 | | | 15.00 | | | |
| 1-9-39 | | | | | | | | 47-1/2 | | | 15.00 | | | |
| 2-6 | | | | | | | | 46 | | | 15.00 | | | |
| 3-13 | | | | | | | | 46 | | | 15.00 | | | |
| 4-24 | | | | | | | | 46 | | | 15.00 | | | |
| 6-12 | | | | | | | | 46 | | | 15.00 | | | |

over

331

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 8-21 | | | | | | | | 46 | | | 15.00 | | | |
| 10-2 | | | | | | | | 46 | | | 17.50 | | | |
| 11-6 | | | | | | | | 57 | | | 19.75 | | | |
| 1-8-40 | | | | | | | | 46 | | | 17.50 | | | |
| 3-25 | | | | | | | | 46 | | | 20.00 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Amount due for weeks indicated above

Inspector

Computed by R. T. C. M. Reviewed by

Form AD-24
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

## WAGE COMPUTATION SHEET

Sheet _____
File _____
Date _____

Name of employee T. W. Sharpe

Address _____ Occupation Control Operator

Basis of payment

Establishment _____ Address _____

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 10-7-40 | | | | | | | | 51-3/4 | | | 40.00 | | | |
| 10-21 | | | | | | | | 62-1/2 | | | 48.50 | | | |
| 10-28 | | | | | | | | 49-1/2 | | | 40.00 | | | |
| 11-4 | | | | | | | | 41-3/4 | | | 40.00 | | | |
| 11-11 | | | | | | | | 49 | | | 40.00 | | | |
| 12-2 | | | | | | | | 46-1/2 | | | 42.50 | | | |
| 1-6-41 | | | | | | | | 49 | | | X | | | |
| | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

Form AD-56
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

# WAGE COMPUTATION SHEET

Sheet____

File 42-257

Date 9-17-40

Name of employee W. Hal Thompson

Address 3712 Gilbert, Dallas, Texas Occupation Announcer

Basis of payment

Establishment A. H. Belo Corpn. WFAA Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 5-6-40 | | | | | | | | 61 | | | 61.67 | | | |
| 6-10 | | | | | | | | 28-1/4 | | | 42.50 | | | |
| 7-8 | | | | | | | | 30-1/2 | | | 42.50 | | | |
| 8-12 | | | | | | | | 36-1/4 | | | 42.50 | | | |
| 8-19 | | | | | | | | 42 | | | 60.00 | | | |
| 9-2 | | | | | | | | 46 | | | 52.50 | | | |
| 9-9 | | | | | | | | 51-1/2 | | | 52.50 | | | |
| 10-7 | | | | | | | | 46-3/4 | | | 145.43 | | | |

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| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10-21 | | | | | | | 49-1/4 | | | 152.50 | | | | | |
| 10-28 | | | | | | | 35-3/4 | | | 152.50 | | | | | |
| 11-4 | | | | | | | 38 | | | 152.50 | | | | | |
| 11-11 | | | | | | | 48 | | | 152.50 | | | | | |
| 12-2 | | | | | | | 49-1/4 | | | 52.50 | | | | | |
| 1-6-41 | | | | | | | 43-1/2 | | | X | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

335

Form AD-86
U. S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION
(7-40)

Plaintiff's Exhibit No. 3. (Continued)

# WAGE COMPUTATION SHEET

Sheet
File 42-257
Date 9-17-40

Name of employee J. L. Wicker
Address
Occupation Plant Engineer - WFAA KGKO
Basis of payment
Establishment A. H. Belo Corp. Address Dallas, Texas

| (a) | (b) | | | | | | | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Week Ending | Hours Worked | | | | | | | Total | Hourly Rate of Pay | Total Wages Due | Total Wages Paid | Under-payment | Illegal Deductions | Total Due Worker |
| | S | M | T | W | T | F | S | | | | | | | |
| 11-7-38 | | | | | | | | 49 | | | 42.50 | | | |
| 12-12-38 | | | | | | | | 44-1/2 | | | 42.50 | | | |
| 1-9-39 | | | | | | | | 52 | | | 42.50 | | | |
| 2-6-39 | | | | | | | | 53 | | | 42.50 | | | |
| 3-13-39 | | | | | | | | 59 | | | 47.29 | | | |
| 4-24-39 | | | | | | | | 65 | | | 54.31 | Check 5/2/39 | | |
| 6-12-39 | | | | | | | | 48 | | | 45.00 | | | |
| 8-21-38 | | | | | | | | 59 | | | 50.06 | | | |
| 3-25-40 | | | | | | | | 67-1/4 | | | 59.91 (49.91) | $59.91 check 4/2/39 | | |
| 5-6-40 | | | | | | | | 73-1/4 | | | 65.53 | $65.53 check 5/14/39 | | |

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| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7-8-40 | | | | | | | 38-1/4 | | | 45.00 | | | |
| 8-12-40 | | | | | | | 47-3/4 | | | 45.00 | | | |
| 8-19-40 | | | | | | | 46-3/4 | | | 45.00 | | | |
| 9-2-40 | | | | | | | 45 | | | 45.00 | | | |
| 9-9-40 | | | | | | | 57-3/4 | | | 49.22<br>45.00 | overtime paid 9/17/40 | $4.22 | |
| 10-7-40 | | | | | | | 57-1/2 | | | 48.94<br>47.34 | | | |
| 10-21-40 | | | | | | | 66-3/4 | | | 59.34 | | | |
| 10-28-40 | | | | | | | 58 | | | 50.29 | | | |
| 11-4-40 | | | | | | | 37 | | | 45.00 | | | |
| 11-11-40 | | | | | | | 56-1/4 | | | 48.38 | | | |
| 12-2-40 | | | | | | | 59-3/4 | | | 52.35 | | | |
| 1-6-41 | | | | | | | 41-1/4 | | | X | | | |

AMOUNT DUE FOR WEEKS INDICATED ABOVE

Inspector Computed by R. T. C. M. Reviewed by

PLAINTIFF'S EXHIBIT NO. 4.

October 28, 1938

TO DEPARTMENT HEADS:

By reason of the new Wage and Hour Law, it will be necessary, beginning with the next pay day, for all employees not in executive or supervisory capacity to fill out a time card before drawing their pay checks.

You will be given a supply of time cards, as per sample attached, together with a list of employees in your department, and we suggest that one be handed to each employee well in advance of time that checks are to be delivered. Each employee is, of course, to fill out his or her own, card, sign same, and hand in when drawing his check.

The responsibility will be with Department Heads to see that this is done without fail. Whenever all checks for the week are disbursed, the time cards should be delivered to payroll department where they will be checked and filed.

Your cooperation is asked to see that all cards are properly and completely filled in.

Detail of manner of handling this will be left up to the respective Department Heads.

(Signed) G. B. Dealey

C O P Y

PLAINTIFF'S EXHIBIT No. 5.

October 19, 1939

TO ALL DEPARTMENT HEADS:

IMPORTANT

Effective October 24, 1939, and until October 24, 1940, the Fair Labor Standards Act provides for a minimum wage of thirty cents per hour and a maximum of 42 hours per week, before overtime rates of time and one-half must be paid.

In view of the fact that we have only a few office boys and clerks in minor capacity that earn less than the required minimum, the change will have very little effect on our operation. However, we will make adjustment immediately in the rates of pay of those few employees to conform to the required scale to become effective under the law on October 24, 1939.

Perhaps it is advisable at this time to again call the attention of all Department Heads to the rules which we have in effect in order to adhere to the law, and which are hereby adjusted to meet the changed condition effective October 24, 1939. Those rules are:

1. A minimum wage of 30¢ per hour shall be paid for a maximum of 42 hours per week;

2. Any work after 42 hours per week shall be paid for at time and one-half, or a minimum of 45¢ per hour;

3. Those employees whose wage scale is $12.00 per week shall not work more than 42 hours per week without written instructions from the Department Head and for such overtime worked time and one-half shall be paid;

4. The present office hours shall prevail for all employees whose weekly wages equal or exceed

a basic rate of 30¢ per hour for the 42 hours per week and time and one-half for all hours worked in excess of the 42 hours per week. Adjustment shall be made by the Department Heads immediately in the wages and hours for all employees that differ from this principle;

5. No overtime after the schedule, as arranged by the Department Heads, shall be worked by employees without written instructions from the Department Heads;

6. Exemptions for outside salesmen and bona fide supervisory employees shall not be changed from those exemptions that have been in effect during the past year;

7. All employees must fill out their time cards, which shall be examined by the Department Heads to make certain that all cards are properly and completely filled out and that A. H. Belo Corporation is complying with the law in every respect;

8. All new employees must be advised in writing of their basic hourly rate and they must confirm in writing their understanding and agreement to that hourly rate.

The Department Heads shall compute the hourly rate on the basis of 1/60th of the weekly wage that the Department Head has determined is fair and proper, providing that the hourly rate is 30¢ per hour or more.

(signed) G. B. Dealey

COPY

PLAINTIFF'S EXHIBIT No. 9.

Form X-2—11-39—15m P9—DD

# TIME REPORT

TO

A. H. BELO CORPORATION

By Walter Snodgrass for Week Ending 4-29-40

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | | 12 | 12 | 12 | | 10 | | 46 |

This is to certify that I worked the above number of hours, and no more, during the week ending 4-29-40

W. W. Snodgrass
Signature of Employee

3313 Newman
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 9—Continued.

Form X-2—11-39—15m

TIME REPORT

TO

A. H. BELO CORPORATION

By Walter Snodgrass for Week Ending 11/11/40

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | | 12 | 12 | 12 | | 10 | | 46 |

This is to certify that I worked the above number of hours, and no more, during the week ending 11-11-1940

W. W. Snodgrass
Signature of Employee

3313 Newman
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 9—Continued.

Form X-2—1-39—7½m

TIME REPORT

TO

A. H. BELO CORPORATION

By Walter Snodgrass for Week Ending 4/17/39

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | | 12 | 12 | 12 | | 10 | | 46 |

This is to certify that I worked the above number of hours, and no more, during the week ending 4-17-1939

W. W. Snodgrass
Signature of Employee

3313 Newman
Residence Address

This Report must be filed at the time you receive your salary check.

PLAINTIFF'S EXHIBIT No. 10.

Form X-2—11-39—15m P-10—DD

# TIME REPORT

TO

A. H. BELO CORPORATION

By C. B. Mills for Week Ending 11-11-40

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | 8 | 10½ | 8 | 9 | 0 | 0 | 10½ | 46 |

This is to certify that I worked the above number of hours, and no more, during the week ending Nov.-11-1940

C. B. Mills
Signature of Employee

1711 Cockrell Ave.
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 10—Continued.

Form X-2—1-39—7½m

TIME REPORT

TO

A. H. BELO CORPORATION

By Clifton B. Mills for Week Ending 2-27-39

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | 8 | 8 | 8 | 8 | 8 | 0 | 8 | 48 |

This is to certify that I worked the above number of hours, and no more, during the week ending Feb-27-39

Clifton B. Mills
Signature of Employee

1711 Cockrell Ave.
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 10—Continued.

Form X-2—4-39—11,700

TIME REPORT

TO

A. H. BELO CORPORATION

By C. B. Mills for Week Ending 2-26-40

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | 8 | 8 | 8 | 8 | 8 | 0 | 8 | 48 |

This is to certify that I worked the above number of hours, and no more, during the week ending Feb 26-1940

C. B. Mills
Signature of Employee

1711 Cockrell Ave.
Residence Address

This Report must be filed at the time you receive your salary check.

PLAINTIFF'S EXHIBIT No. 11.

Form X-2—4-39—11,700

8:15 Hr. O.T.

P-11—DD $9.28 OKC

TIME REPORT

TO

A. H. BELO CORPORATION

By OLIN S. BROWN for Week Ending Oct 2 1939

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | 14.00 | 8.30 | 11.00 | 6:45 | 5.15 | 8.00 | 9.15 | 62.45 |

This is to certify that I worked the above number of hours, and no more, during the week ending Oct. 2, 1939

Olin S. Brown
Signature of Employee

6021 Bryan Parkway
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 11—Continued.

Form X-2—4-39—11,700

TIME REPORT

TO

A. H. BELO CORPORATION

By OLIN S. BROWN for Week Ending Oct 9 1939

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | 1.00 | 7.15 | 7.00 | 8.45 | 12.00 | 8¼ | 8¼ | 53.00 |

This is to certify that I worked the above number of hours, and no more, during the week ending Oct. 9, 1939

Olin S. Brown
Signature of Employee

6021 Bryan Parkway
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 11—Continued.

Form X-2—4-39—11,700

9:34 Hrs. O.T. @ $1.125—$10.76

TIME REPORT

TO

A. H. BELO CORPORATION

By OLIN S. BROWN for Week Ending 8-12-1940

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | 6.40 | 9.30 | 11.16 | 9.50 | 11.13 | 7.55 | 7.10 | 63.34 |

This is to certify that I worked the above number of hours, and no more, during the week ending August 12, 1940

Olin S. Brown
Signature of Employee

6021 Bryan Parkway
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 11—Continued.

Form X-2—4-39—11,700

TIME REPORT

TO

A. H. BELO CORPORATION

By O. S. BROWN for Week Ending 8-19-1940

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | 6.40 | 6.40 | 10.55 | — | 7.00 | 6.15 | — | 37.30 |

This is to certify that I worked the above number of hours, and no more, during the week ending August 19, 1940

Olin S. Brown
Signature of Employee

6021 Bryan Parkway
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 11—Continued.

OVERTIME 12 Min. @ 1.125—.23c

(OVER)

TIME REPORT

TO

A. H. BELO CORPORATION

By OLIN S. BROWN for Week Ending 11-4-1940

| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | — | 9.15 | 9.15 | 9.15 | 8.00 | 8.30 | 9.15 | 53½ WFAA KGKO |

This is to certify that I worked the above number of hours, and no more, during the week ending November 4, 1940

OK Alex Keese 11/7/40

Olin S. Brown
Signature of Employee

6021 Bryan Parkway
Residence Address

This Report must be filed at the time you receive your salary check.

Plaintiff's Exhibit No. 11—Continued.

TIME REPORT

TO

A. H. BELO CORPORATION

By OLIN S. BROWN for Week Ending Nov 11 1940

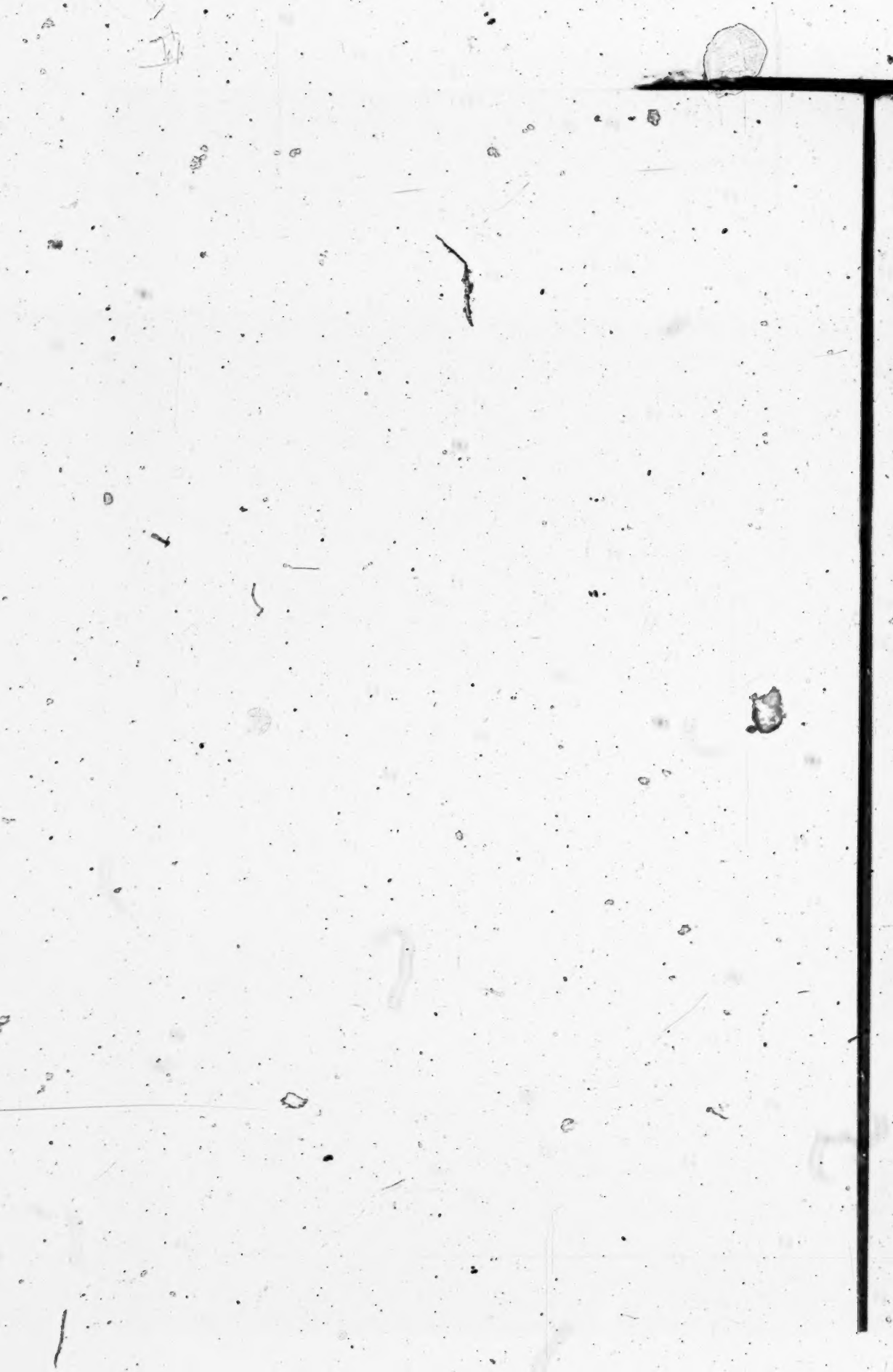
| | TUES | WED | THUR | FRI | SAT | SUN | MON | TOTAL |
|---|---|---|---|---|---|---|---|---|
| No. of Hours | 4.00 | 9.15 | 10- | — | 9.15 | 9.15 | — | 41.45 WFAA KGKO |

This is to certify that I worked the above number of hours, and no more, during the week ending Nov 11 1940

Olin S. Brown
Signature of Employee

6021 Bryan Parkway
Residence Address

This Report must be filed at the time you receive your salary check.



PLAINTIFF'S EXHIBIT No. 12.

## PLAINTIFF'S EXHIBIT No. 13

| | | | |
|---|---|---|---|
| NAME | WILLIAM WALTER SNODGRASS | S.S. NO. | 451-07-7702 |
| ADDRESS | 3313 NEWMAN | | |
| DATE OF BIRTH | OCTOBER 27 1884 | SEX MALE / COLOR WHITE | MARRIED / SINGLE |
| PLACE OF BIRTH | | PARENTS NAME | |
| WEEKLY WAGES | | | |
| Form 18-E—1-38—2m | DEPT. BUILDING OPERATIONS | | |

| OLD BALANCE | HRS. | WAGES | EXTRA | FEDERAL TAX | | OTHER DEDUCTIONS | NEW BALANCE | DATE |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | 245 00 | FORWARD |
| 245 00 | | 15 00 | | 15 | | | 260 00 | MAY -3 1938 |
| 260 00 | | 15 00 | | 15 | | 85 | 275 00 | MAY 10 1938 |
| 275 00 | | 15 00 | | 15 | | | 290 00 | MAY 17 1938 |
| 290 00 | | 15 00 | | 15 | | | 305 00 | MAY 24 1938 |
| 305 00 | | 15 00 | | 15 | | | 320 00 | MAY 31 1938 |
| 320 00 | | 15 00 | | 15 | | | 335 00 | JUN -7 1938 |
| 335 00 | | 15 00 | | 15 | | 85 | 350 00 | JUN 14 1938 |
| 350 00 | | 15 00 | | 15 | | | 365 00 | JUN 21 1938 |
| 365 00 | | 15 00 | | 15 | | | 380 00 | JUN 28 1938 |
| 380 00 | | 15 00 | | 15 | 195 00 | | 395 00 | JUL -5 1938 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 395 00 | | 15 00 | | 15 | | | 410 00 | JUL 12 1938 | |
| 410 00 | | 15 00 | | 15 | | 85 | 425 00 | JUL 19 1938 | |
| 425 00 | | 15 00 | | 15 | | | 440 00 | JUL 26 1938 | |
| 440 00 | | 15 00 | | 15 | | | 455 00 | AUG -2 1938 | |
| 455 00 | | 15 00 | | 15 | | 85 | 470 00 | AUG -9 1938 | |
| 470 00 | | 15 00 | | 15 | | | 485 00 | AUG 16 1938 | |
| 485 00 | | 15 00 | | 15 | | | 500 00 | AUG 23 1938 | |
| 500 00 | | 15 00 | | 15 | | | 515 00 | AUG 30 1938 | |
| 515 00 | | 15 00 | | 15 | | | 530 00 | SEP -6 1938 | |
| 530 00 | | 15 00 | | 15 | | 85 | 545 00 | SEP 13 1938 | |
| 545 00 | | 15 00 | | 15 | | | 560 00 | SEP 20 1938 | |
| 560 00 | | 15 00 | | 15 | *195 00* | | 575 00 | SEP 27 1938 | |
| 575 00 | | 15 00 | | 15 | | | 590 00 | OCT -4 1938 | |
| 590 00 | | 5 00 | | 05 | | | 595 00 | OCT -4 1938 | 355 |
| 595 00 | | 20 00 | | 20 | | 85 | 615 00 | OCT 11 1938 | |
| 615 00 | | 20 00 | | 20 | | | 635 00 | OCT 18 1938 | |
| 635 00 | | 20 00 | | 20 | | | 655 00 | OCT 25 1938 | |
| 655 00 | | 20 00 | | 20 | | | 675 00 | NOV -1 1938 | |
| 675 00 | | 20 00 | | 20 | | 85 | 695 00 | NOV -8 1938 | |
| 695 00 | | 20 00 | | 20 | | | 715 00 | NOV 15 1938 | |
| 715 00 | | 20 00 | | 20 | | | 735 00 | NOV 22 1938 | |
| 735 00 | | 20 00 | | 20 | | | 755 00 | NOV 29 1938 | |
| 755 00 | | 20 00 | | 20 | | | 775 00 | DEC -6 1938 | |
| 775 00 | | 20 00 | | 20 | | 85 | 795 00 | DEC 13 1938 | |
| 795 00 | | 20 00 | | 20 | | | 815 00 | DEC 20 1938 | |
| 815 00 | | 5 05 | | 05 | | | 820 05 | DEC 23 1938 | |
| 820 05 | | 20 00 | | 20 | *281 70* | | 840 05 | DEC 27 1938 | |
| 840 05 | *16 65* | 16 65 | | 17 | | | 856 70 | DEC 31 1938 | |

PLAINTIFF'S EXHIBIT No. 13—Continued

NAME WILLIAM WALTER SNODGRASS | S.S. NO. 451-07-7702

ADDRESS

DATE OF BIRTH | SEX | COLOR | MARRIED SINGLE

PLACE OF BIRTH | PARENTS NAME

WEEKLY WAGES

Form 18-E—1-38—2m DEPT.

| OLD BALANCE | HRS. | WAGES | EXTRA | FEDERAL TAX | | OTHER DEDUCTIONS | NEW BALANCE | DATE |
|---|---|---|---|---|---|---|---|---|
| x xx | 3 35 | 3 35 | | 03 | | | 3 35 | JAN -3 1939 |
| 3 35 | | 20 00 | | 20 | | 85 | 23 35 | JAN 10 1939 |
| 23 35 | | 20 00 | | 20 | | | 43 35 | JAN 17 1939 |
| 43 35 | | 20 00 | | 20 | | | 63 35 | JAN 24 1939 |
| 63 36 | | 20 00 | | 20 | | | 83 35 | JAN 31 1939 |
| 83 35 | | 20 00 | | 20 | | | 103 35 | FEB -7 1939 |
| 103 35 | | 20 00 | | 20 | | 85 | 123 35 | FEB 14 1939 |
| 123 35 | | 20 00 | | 20 | | | 143 35 | FEB 21 1939 |
| 143 35 | | 20 00 | | 20 | | 2 37 | 163 35 | FEB 28 1939 |
| 163 35 | | 20 00 | | 20 | | | 183 35 | MCH -7 1939 |
| 183 35 | | 20 00 | | 20 | | 85 | 203 35 | MAR 14 1939 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 203 35 | | 20 00 | | 20 | | | 223 35 | MCH | 21 | 1939 | |
| 223 35 | | 20 00 | | 20 | | 95 | 243 35 | MCH | 28 | 1939 | |
| 243 35 | | 20 00 | | 20 | | | 263 35 | APR | -4 | 1939 | |
| 263 35 | | 20 00 | | 20 | | 85 | 283 35 | APR | 11 | 1939 | |
| 283 35 | | 20 00 | | 20 | | | 303 35 | APR | 18 | 1939 | |
| 303 35 | | 20 00 | | 20 | | 95 | 323 35 | APR | 25 | 1939 | |
| 323 35 | | 3 57 | | 04 | | | 326 92 | APR | 25 | 1939 | |
| 326 92 | | 20 00 | | 20 | | | 346 92 | MAY | -2 | 1939 | |
| 346 92 | | 20 00 | | 20 | | 85 | 366 92 | MAY | -9 | 1939 | |
| 366 92 | | 20 00 | | 20 | | | 386 92 | MAY | 16 | 1939 | |
| 386 92 | | 20 00 | | 20 | | 95 | 406 92 | MAY | 23 | 1939 | |
| 406 92 | | 20 00 | | 20 | | | 426 92 | MAY | 30 | 1939 | |
| 426 92 | | 20 00 | | 20 | | | 446 92 | JUN | -6 | 1939 | |
| 446 92 | | 20 00 | | 20 | | 85 | 466 92 | JUN | 13 | 1939 | |
| 466 92 | | 20 00 | | 20 | | | 486 92 | JUN | 20 | 1939 | |
| 486 92 | | 20 00 | | 20 | 263 57 | 95 | 506 92 | JUN | 27 | 1939 | |
| 506 92 | | 20 00 | | 20 | | | 526 92 | JUL | -4 | 1939 | |
| 526 92 | | 20 00 | | 20 | | 95 | 546 92 | JUL | 25 | 1939 | |
| 546 92 | | 20 00 | | 20 | | | 566 92 | AUG | -1 | 1939 | |
| 566 92 | | 20 00 | | 20 | | 85 | 586 92 | AUG | -8 | 1939 | |
| 586 92 | | 20 00 | | 20 | | | 606 92 | AUG | 15 | 1939 | |
| 606 92 | | 20 00 | | 20 | | 95 | 626 92 | AUG | 22 | 1939 | |
| 626 92 | | 20 00 | | 20 | | | 646 92 | AUG | 29 | 1939 | |
| 646 92 | | 20 00 | | 20 | | | 666 92 | SEP | -5 | 1939 | |
| 666 92 | | 20 00 | | 20 | | 85 | 686 92 | SEP | 12 | 1939 | |
| 686 92 | | 20 00 | | 20 | | | 706 92 | SEP | 19 | 1939 | |
| 706 92 | | 20 00 | | 20 | | 95 | 726 92 | SEP | 26 | 1939 | |
| | | | | | | | | FORWARD | | | |

## PLAINTIFF'S EXHIBIT No. 13—Continued

NAME WILLIAM WALTER SNODGRASS | S.S. NO. 451-07-7702

ADDRESS 3313 NEWMAN

DATE OF BIRTH OCTOBER 27 1884 | SEX MALE | COLOR WHITE | MARRIED / SINGLE

PLACE OF BIRTH | PARENTS NAME

WEEKLY WAGES

Form 18-E—1-38—2m | DEPT. BUILDING

| OLD BALANCE | HRS. | WAGES | EXTRA | FEDERAL TAX | | OTHER DEDUCTIONS | NEW BALANCE | DATE |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | 726 92 | FORWARD |
| 726 92 | | 20 00 | | 20 | 220 00 | | 746 92 | OCT -3 1939 |
| 746 92 | | 20 00 | | 20 | | 90 | 766 92 | OCT 10 1939 |
| 766 92 | | 20 00 | | 20 | | — | 786 92 | OCT 17 1939 |
| 786 92 | | 20 00 | | 20 | | 95 | 806 92 | OCT 24 1939 |
| 806 92 | | 20 00 | | 20 | | | 826 92 | OCT 31 1939 |
| 826 92 | | 20 00 | | 20 | | | 846 92 | NOV -7 1939 |
| 846 92 | | 20 00 | | 20 | | 90 | 866 92 | NOV 14 1939 |
| 866 92 | | 20 00 | | 20 | | | 886 92 | NOV 21 1939 |
| 886 92 | | 20 00 | | 20 | | 95 | 906 92 | NOV 28 1939 |
| 906 92 | | 20 00 | | 20 | | | 926 92 | DEC -5 1939 |
| 926 92 | | 20 00 | | 20 | | 90 | 946 92 | DEC 12 1939 |
| 946 92 | | 20 00 | | 20 | | | 966 92 | DEC 19 1939 |
| [illegible] | | [illegible] | | [illegible] | | | [illegible] | [illegible] |
| 1006 92 | | 20 00 | | 20 | 300 00 | | 1026 92 | DEC 31 1939 |

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| x xx | 20 00 | 20 | | 90 | 20 00 | JAN | -9 | 1940 |
| 20 00 | 20 00 | 20 | | | 40 00 | JAN | 16 | 1940 |
| 40 00 | 20 00 | 20 | | 95 | 60 00 | JAN | 23 | 1940 |
| 60 00 | 20 00 | 20 | | | 80 00 | JAN | 30 | 1940 |
| 80 00 | 20 00 | 20 | | | 100 00 | FEB | -6 | 1940 |
| 100 00 | 20 00 | 20 | | 90 | 120 00 | FEB | 13 | 1940 |
| 120 00 | 20 00 | 20 | | | 140 00 | FEB | 20 | 1940 |
| 140 00 | 20 00 | 20 | | 95 | 160 00 | FEB | 27 | 1940 |
| 160 00 | 20 00 | 20 | | | 180 00 | MCH | -6 | 1940 |
| 180 00 | 20 00 | 20 | | 90 | 200 00 | MCH | 12 | 1940 |
| 200 00 | 20 00 | 20 | | | 220 00 | MCH | 19 | 1940 |
| 220 00 | 20 00 | 20 | | 95 | 240 00 | MCH | 26 | 1940 |
| 240 00 | 20 00 | 20 | | | 260 00 | APR | -2 | 1940 |
| 260 00 | 20 00 | 20 | | 90 | 280 00 | APR | -9 | 1940 |
| 280 00 | 20 00 | 20 | | | 300 00 | APR | 16 | 1940 |
| 300 00 | 20 00 | 20 | | 95 | 320 00 | APR | 23 | 1940 |
| 320 00 | 20 00 | 20 | | | 340 00 | APR | 30 | 1940 |
| 340 00 | 20 00 | 20 | | | 360 00 | MAY | -7 | 1940 |
| 360 00 | 20 00 | 20 | | 90 | 380 00 | MAY | 14 | 1940 |
| 380 00 | 20 00 | 20 | | | 400 00 | MAY | 21 | 1940 |
| 400 00 | 20 00 | 20 | | 95 | 420 00 | MAY | 28 | 1940 |
| 420 00 | 20 00 | 20 | | | 440 00 | JUN | -4 | 1940 |
| 440 00 | 20 00 | 20 | | 90 | 460 00 | JUN | 11 | 1940 |
| 460 00 | 20 00 | 20 | | | 480 00 | JUN | 18 | 1940 |
| 480 00 | 20 00 | 20 | 260 00 | 95 | 500 00 | JUN | 25 | 1940 |
| 500 00 | 20 00 | 20 | | | 520 00 | JUL | -2 | 1940 |
| 520 00 | 20 00 | 20 | FORWARD | 90 | 540 00 | JUL | -9 | 1940 |

PLAINTIFF'S EXHIBIT No. 13—Continued

| NAME | WILLIAM WALTER SNODGRASS | S.S. NO. | 451-07-7702 |
|---|---|---|---|
| ADDRESS | | | |
| DATE OF BIRTH | SEX | COLOR | MARRIED SINGLE |
| PLACE OF BIRTH | PARENTS NAME | | |
| WEEKLY WAGES | | | |
| Form 18-E—1-38—2m | DEPT. | | |

| OLD BALANCE | HRS. | WAGES | EXTRA | FEDERAL TAX | | OTHER DEDUCTIONS | NEW BALANCE | DATE |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | 540 00 | FORWARD |
| 540 00 | | 20 00 | | 20 | | | 560 00 | JUL 16 1940 |
| 560 00 | | 20 00 | | 20 | | 95 | 580 00 | JUL 23 1940 |
| 580 00 | | 20 00 | | 20 | | | 600 00 | JUL 30 1940 |
| 600 00 | | 20 00 | | 20 | | | 620 00 | AUG -6 1940 |
| 620 00 | | 20 00 | | 20 | | 90 | 640 00 | AUG 13 1940 |
| 640 00 | | 20 00 | | 20 | | | 660 00 | AUG 20 1940 |
| 660 00 | | 20 00 | | 20 | | 95 | 680 00 | AUG 27 1940 |
| 680 00 | | 20 00 | | 20 | | | 700 00 | SEP -3 1940 |
| 700 00 | | 20 00 | | 20 | | 90 | 720 00 | SEP 10 1940 |
| 720 00 | | 20 00 | | 20 | | | 740 00 | SEP 17 1940 |

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| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 740 00 | | 20 00 | | | 20 | 260 00 | | | 95 | 760 00 | SEP | 24 | 1940 |
| 760 00 | | 20 00 | | | 20 | | | | | 780 00 | OCT | 1 | 1940 |
| 780 00 | | 20 00 | | | 20 | | | | 90 | 800 00 | OCT | 8 | 1940 |
| 800 00 | | 20 00 | | | 20 | | | | | 820 00 | OCT | 15 | 1940 |
| 820 00 | | 20 00 | | | 20 | | | | 95 | 840 00 | OCT | 22 | 1940 |
| 840 00 | | 20 00 | | | 20 | | | | | 860 00 | OCT | 29 | 1940 |
| 860 00 | | 20 00 | | | 20 | | | | | 880 00 | NOV | 5 | 1940 |
| 880 00 | | 20 00 | | | 20 | | | | 90 | 900 00 | NOV | 12 | 1940 |
| 900 00 | | 20 00 | | | 20 | | | | | 920 00 | NOV | 19 | 1940 |
| 920 00 | | 20 00 | | | 20 | | | | 95 | 940 00 | NOV | 26 | 1940 |
| 940 00 | | 20 00 | | | 20 | | | | | 960 00 | DEC | 3 | 1940 |
| 960 00 | | 20 00 | | | 20 | | | | 90 | 980 00 | DEC | 10 | 1940 |
| 980 00 | | 20 00 | | | 20 | | | | | 1000 00 | DEC | 17 | 1940 |
| 1000 00 | | 20 80 | | 20 80 | 21 | | | | | 1020 80 | DEC | 20 | 1940 |
| 1020 80 | | 20 80 | | | 20 | | | | 95 | 1040 80 | DEC | 24 | 1940 |
| 1040 80 | | 20 00 | | | 20 | 300 80 | | | | 1060 80 | DEC | 31 | 1940 |
| x xx | | 20 00 | | | 20 | | | | | 20 00 | JAN | 7 | 1941 |
| 20 00 | | 20 00 | | | 20 | | | | 90 | 40 00 | JAN | 14 | 1941 |
| 40 00 | | 20 00 | | | 20 | | | | | 60 00 | JAN | 21 | 1941 |
| 60 00 | | 20 00 | | | 20 | | | | 95 | 80 00 | JAN | 28 | 1941 |
| 80 00 | | 20 00 | | | 20 | | | | | 100 00 | FEB | 4 | 1941 |

PLAINTIFF'S EXHIBIT No. 13—Continued

NAME OLIN S. BROWN | S.S. NO. 451-09-4815

ADDRESS

DATE OF BIRTH | SEX | COLOR | MARRIED SINGLE

PLACE OF BIRTH | PARENTS NAME

WEEKLY WAGES

Form 18-E—1-38—2m DEPT.

| OLD BALANCE | HRS. | WAGES | EXTRA | FEDERAL TAX | | OTHER DEDUCTIONS | NEW BALANCE | DATE |
|---|---|---|---|---|---|---|---|---|
| 703 97 | | 45 00 | | 45 | | | 748 97 | 4 25 39 |
| 748 97 | | 45 00 | 12 94 | 58 | | 1 50 | 806 91 | 5 2 39 |
| 806 91 | | 45 00 | | 45 | | | 851 91 | 5 9 39 |
| 851 91 | | 45 00 | | 45 | | | 896 91 | 5 16 39 |
| 896 91 | | 45 00 | | 45 | | | 941 91 | 5 23 39 |
| 941 91 | | 45 00 | | 45 | | | 986 91 | 5 30 39 |
| 986 91 | | 45 00 | | 45 | | 1 50 | 1031 91 | 6 6 39 |
| 1031 91 | | 45 00 | | 45 | | | 1076 91 | 6 13 39 |
| 1076 91 | | 45 00 | | 45 | | | 1121 91 | 6 20 39 |
| 1121 91 | | 45 00 | | 45 | | | 1166 91 | 6 27 39 |
| 1166 91 | | 45 00 | | 45 | | 1 50 | 1211 91 | 7 4 39 |
| 1211 91 | | 45 00 | | 45 | | | 1256 91 | 7 11 39 |
| 1256 91 | | 45 00 | | 45 | | | 1301 91 | 7 18 39 |

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 1391 91 | | 45 00 | | 45 | | | 1436 91 | 8 8 39 |
| 1436 91 | | 45 00 | | 45 | | | 1481 91 | 8 15 39 |
| 1481 91 | | 45 00 | | 45 | | | 1526 91 | 8 22 39 |
| 1526 91 | | 45 00 | | 45 | 2.25 | | 1571 91 | 8 29 39 |
| 1571 91 | | 45 00 | | 45 | | 1 50 | 1616 91 | 9 5 39 |
| 1616 91 | | 45 00 | | 45 | | | 1661 91 | 9 12 39 |
| 1661 91 | | 45 00 | | 45 | | | 1706 91 | 9 19 39 |
| 1706 91 | | 45 00 | | 45 | | | 1751 91 | 9 26 39 |
| 1751 91 | | 45 00 | | 45 | | 1 50 | 1796 91 | 10 3 39 |
| 1796 91 | | 45 00 | 9 28 | 54 | | | 1851 19 | 10 10 39 |
| 1851 19 | | 45 00 | | 45 | | | 1896 19 | 10 17 39 |
| 1896 19 | | 45 00 | 14 34 | 59 | | | 1955 53 | 10 24 39 |
| 1955 53 | | 45 00 | 13 79 | 59 | | | 2014 32 | 10 31 39 |
| 2014 32 | | 45 00 | | 45 | | 1 50 | 2059 32 | 11 7 39 |
| 2059 32 | | 45 00 | | 45 | | | 2104 32 | 11 14 39 |
| 2104 32 | | 45 00 | | 45 | | | 2149 32 | 11 21 39 |
| 2149 32 | | 45 00 | | 45 | | | 2194 32 | 11 28 39 |
| 2194 32 | | 45 00 | | 45 | | 1 50 | 2239 32 | 12 5 39 |
| 2239 32 | | 45 00 | | 45 | | | 2284 32 | 12 12 39 |
| 2284 32 | | 45 00 | 3 66 | 49 | | | 2332 98 | 12 19 39 |
| 2332 98 | | 45 00 | | 45 | | | 2377 98 | 12 21 39 |
| 2377 98 | | 45 00 | | 45 | | | 2422 98 | 12 26 39 |
| 2422 98 | | 45 00 | | 45 | | 1 50 | 2467 98 | 12 31 39 |
| | | 45 00 | | 45 | | | 45 00 | 1 9 40 |
| 45 00 | | 45 00 | | 45 | | | 90 00 | 1 16 40 |
| 90 00 | | 45 00 | | 45 | | | 135 00 | 1 23 40 |
| 135 00 | | 45 00 | | 45 | 1.80 | | 180 00 | 1 30 40 |

PLAINTIFF'S EXHIBIT No. 13—Continued

| NAME | OLIN S. BROWN | S.S. NO. | 451-09-4815 |
|---|---|---|---|
| ADDRESS | | | |
| DATE OF BIRTH | | SEX | COLOR | MARRIED SINGLE |
| PLACE OF BIRTH | | PARENTS NAME | |
| WEEKLY WAGES | | | |
| Form 18-E—1-38—2m. | DEPT. | | |

| OLD BALANCE | HRS. | WAGES | EXTRA | FEDERAL TAX | | OTHER DEDUCTIONS | NEW BALANCE | DATE |
|---|---|---|---|---|---|---|---|---|
| 180 00 | | 45 00 | | 45 | | 1 50 | 225 00 | 2 6 40 |
| 225 00 | | 45 00 | | 45 | | | 270 00 | 2 13 40 |
| 270 00 | | 45 00 | | 45 | | | 315 00 | 2 20 40 |
| 315 00 | | 45 00 | | 45 | | | 360 00 | 2 27 40 |
| 360 00 | | 45 00 | | 45 | | 1 50 | 405 00 | 3 5 40 |
| 405 00 | | 45 00 | | 45 | | | 450 00 | 3 12 40 |
| 450 00 | | 45 00 | 2 81 | 48 | | | 497 81 | 3 19 40 |
| 497 81 | | 45 00 | 1 97 | 47 | | | 544 78 | 3 26 40 |
| 544 78 | | 45 00 | | 45 | | 1 50 | 589 78 | 4 2 40 |
| 589 78 | | 45 00 | 4 50 | 50 | | | 639 28 | 4 9 40 |

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| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 729 28 | | 45 00 | | 45 | | | | | |
| 774 28 | | 45 00 | | 45 | | | 774 28 | 4 30 40 | |
| 819 28 | | 45 00 | | 45 | | 1 50 | 819 28 | 5 7 40 | |
| 864 28 | | 45 00 | | 45 | | | 864 28 | 5 13 40 | |
| 909 28 | | 45 00 | | 45 | | | 909 28 | 5 20 40 | |
| 954 28 | | 45 00 | 7 50 | 53 | | 1 50 | 954 28 | 5 27 40 | |
| 1006 78 | | 45 00 | | 45 | | | 1006 78 | 6 4 40 | |
| 1051 78 | | 45 00 | | 45 | | | 1051 78 | 6 11 40 | |
| 1096 78 | | 45 00 | | 45 | | 2 85 | 1096 78 | 6 18 40 | |
| 1141 78 | | 45 00 | | 45 | | 1 50 | 1141 78 | 6 25 40 | |
| 1186 78 | | 45 00 | | 45 | | | 1186 78 | 7 2 40 | |
| 1231 78 | | 45 00 | | 45 | | | 1231 78 | 7 9 40 | |
| 1276 78 | | 45 00 | | 45 | | 1 90 | 1276 78 | 7 16 40 | |
| 1321 78 | | 45 00 | | 45 | | | 1321 78 | 7 23 40 | |
| 1366 78 | | 45 00 | | 45 | | 1 50 | 1366 78 | 7 30 40 | |
| 1411 78 | | 45 00 | | 45 | | | 1411 78 | 8 6 40 | |
| 1456 78 | | 45 00 | 10 76 | 56 | | | 1456 78 | 8 13 40 | |
| 1512 54 | | 45 00 | | 45 | | 1 90 | 1512 54 | 8 20 40 | |
| 1557 54 | | 180 00 | 1 69 | 1 82 | | 3 40 | 1557 54 | 8 27 40 | |
| 1739 23 | | 229 97 | | 2.30 | | | 1739 23 | SEPT 1940 | |
| 1969 20 | | 192 77 | | 1 93 | | | 1969 20 | Oct. 1940 | |
| 2161 97 | | 299 78 | | 3 00 | (24.61) | | 2161 97 | Nov. 1940 | |
| | | | | | | | 2461 75 | Dec 1940 | |

PLAINTIFF'S EXHIBIT No. 13—Continued

NAME CLIFTON BENJAMIN MILLS | S.S. NO. 451-07-7548

ADDRESS 1711 COCKRELL

DATE OF BIRTH DECEMBER 3 1901 | SEX MALE | COLOR WHITE | MARRIED SINGLE MARRIED

PLACE OF BIRTH | PARENTS NAME

WEEKLY WAGES

Form 18-E—1-38—2m | DEPT. BUILDING

| OLD BALANCE | HRS. | WAGES | EXTRA | FEDERAL TAX | | OTHER DEDUCTIONS | NEW BALANCE | DATE |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | 1363 75 | FORWARD |
| 1363 75 | | 40 00 | | 40 | | 85 | 1403 75 | SEP 12 1939 |
| 1403 75 | | 40 00 | | 40 | | | 1443 75 | SEP 19 1939 |
| 1443 75 | | 40 00 | | 40 | 520 00 | 1 42 | 1483 75 | SEP 26 1939 |
| 1483 75 | | 40 00 | | 40 | | | 1523 75 | OCT -3 1939 |
| 1523 75 | | 40 00 | | 40 | | 85 | 1563 75 | OCT 10 1939 |
| 1563 75 | | 40 00 | | 40 | | | 1603 75 | OCT 17 1939 |
| 1603 75 | | 40 00 | | 40 | | 1 42 | 1643 75 | OCT 24 1939 |
| 1643 75 | | 40 00 | | 40 | | | 1683 75 | OCT 31 1939 |
| 1683 75 | | 40 00 | | 40 | | | 1723 75 | NOV -7 1939 |
| 1723 75 | | 40 00 | | 40 | | 85 | 1763 75 | NOV 14 1939 |
| 1763 75 | | 40 00 | | 40 | | | 1803 75 | NOV 21 1939 |
| | | | | | | 1 42 | 1843 75 | NOV 28 1939 |

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 1963 75 | | 40 00 | | 40 | | | 1963 75 | DEC 19 1939 |
| 2003 75 | | 40 00 | | 40 | | | 2003 75 | DEC 21 1939 |
| 2043 75 | | 40 00 | | 40 | | 1 42 | 2043 75 | DEC 26 1939 |
| | | | | 40 | 600 00 | | 2083 75 | DEC 31 1939 |
| x xx | | 40 00 | | 40 | | 85 | 40 00 | JAN -9 1940 |
| 40 00 | | 40 00 | | 40 | | | 80 00 | JAN 16 1940 |
| 80 00 | | 40 00 | | 40 | | 1 42 | 120 00 | JAN 23 1940 |
| 120 00 | | 40 00 | | 40 | | | 160 00 | JAN 30 1940 |
| 160 00 | | 40 00 | | 40 | | | 200 00 | FEB -6 1940 |
| 200 00 | | 40 00 | | 40 | | 85 | 240 00 | FEB 13 1940 |
| 240 00 | | 40 00 | | 40 | | | 280 00 | FEB 20 1940 |
| 280 00 | | 40 00 | | 40 | | 1 42 | 320 00 | FEB 27 1940 |
| 320 00 | | 40 00 | | 40 | | | 360 00 | MCH -6 1940 |
| 360 00 | | 40 00 | | 40 | | 85 | 400 00 | MCH 12 1940 |
| 400 00 | | 40 00 | | 40 | | | 440 00 | MCH 19 1940 |
| 440 00 | | 40 00 | | 40 | | 1 42 | 480 00 | MCH 26 1940 |
| 480 00 | | 40 00 | | 40 | | | 520 00 | APR -2 1940 |
| 520 00 | | 40 00 | | 40 | | 2 85 | 560 00 | APR -9 1940 |
| 560 00 | | 40 00 | | 40 | | | 600 00 | APR 16 1940 |
| 600 00 | | 40 00 | | 40 | | 1 42 | 640 00 | APR 23 1940 |
| 640 00 | | 40 00 | | 40 | | | 680 00 | APR 30 1940 |
| 680 00 | | 40 00 | | 40 | | | 720 00 | MAY -7 1940 |
| 720 00 | | 40 00 | | 40 | | 85 | 760 00 | MAY 14 1940 |
| 760 00 | | 40 00 | | 40 | | | 800 00 | MAY 21 1940 |
| 800 00 | | 40 00 | | 40 | | 1 42 | 840 00 | MAY 28 1940 |
| 840 00 | | 40 00 | | 40 | | | 880 00 | JUN -4 1940 |
| 880 00 | | 40 00 | | 40 | | 2 85 | 920 00 | JUN 11 1940 |
| | | | | | | FORWARD | | |

PLAINTIFF'S EXHIBIT No. 13—Continued

NAME CLIFTON BENJAMIN MILLS | S.S. NO. 451-07-7548

ADDRESS

DATE OF BIRTH | SEX | COLOR | MARRIED SINGLE

PLACE OF BIRTH | PARENTS NAME

WEEKLY WAGES

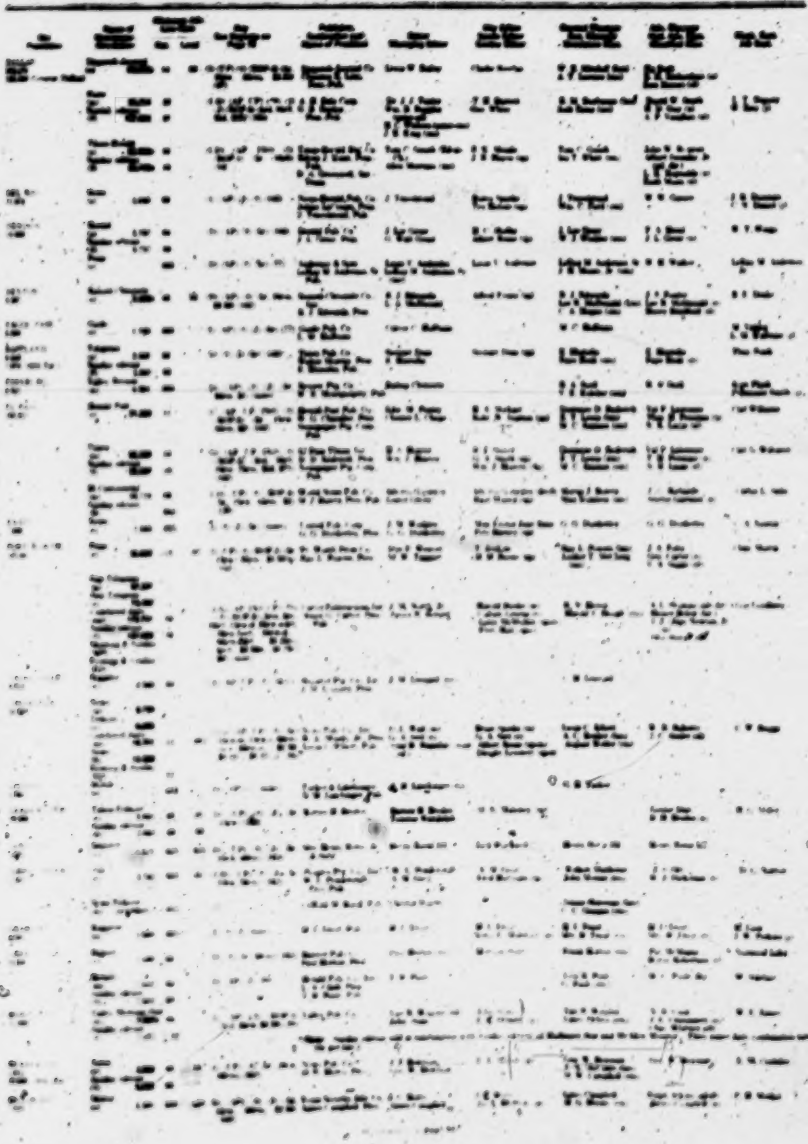
Form 18-E—1-38—2m DEPT.

| OLD BALANCE | HRS. | WAGES | EXTRA | FEDERAL TAX | | OTHER DEDUCTIONS | NEW BALANCE | DATE |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | 920 00 | FORWARD |
| 920 00 | | 40 00 | | 40 | | | 960 00 | JUN 18 1940 |
| 960 00 | | 2 50 | | 03 | | | 962 50 | JUN 18 1940 |
| 962 50 | | 42 50 | | 43 | 525 00 | 1 42 | 1005 00 | JUN 25 1940 |
| 1005 00 | | 42 50 | | 43 | | | 1047 50 | JUL -2 1940 |
| 1047 50 | | 42 50 | | 43 | | 85 | 1090 00 | JUL -9 1940 |
| 1090 00 | | 42 50 | | 43 | | | 1132 50 | JUL 16 1940 |
| 1132 50 | | 42 50 | | 43 | | 1 42 | 1175 00 | JUL 23 1940 |
| 1175 00 | | 42 50 | | 43 | | 42 07 | 1217 50 | JUL 30 1940 |
| 1217 50 | | 42 50 | | 43 | | 42 07 | 1260 00 | AUG -6 1940 |
| 1260 00 | | 42 50 | | 43 | | 85 | 1302 50 | AUG 13 1940 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 1345 00 | | 42 50 | | 43 | | 1 42 | 1430 00 | SEP -3 1940 |
| 1387 50 | | 42 50 | | 43 | | | 1472 50 | SEP 10 1940 |
| 1430 00 | | 42 50 | | 43 | | 85 | 1515 00 | SEP 17 1940 |
| 1472 50 | | 42 50 | | 43 | | | 1557 50 | SEP 24 1940 |
| 1515 00 | | 42 50 | | 43 | 552 50 | 1 42 | 1600 00 | OCT -1 1940 |
| 1557 50 | | 42 50 | | 43 | | | 1642 50 | OCT -8 1940 |
| 1600 00 | | 42 50 | | 43 | | 85 | 1685 00 | OCT 15 1940 |
| 1642 50 | | 42 50 | | 43 | | | 1727 50 | OCT 22 1940 |
| 1685 00 | | 42 50 | | 43 | | 1 42 | 1770 00 | OCT 29 1940 |
| 1727 50 | | 42 50 | | 43 | | 1 00 | 1812 50 | NOV -5 1940 |
| 1770 00 | | 42 50 | | 43 | | | 1855 00 | NOV 12 1940 |
| 1812 50 | | 42 50 | | 43 | | 85 | 1897 50 | NOV 19 1940 |
| 1855 00 | | 42 50 | | 43 | | 1 00 | 1940 00 | NOV 26 1940 |
| 1897 50 | | 42 50 | | 43 | | 1 42 | 1982 50 | DEC -3 1940 |
| 1940 00 | | 42 50 | | 43 | | | 2025 00 | DEC 10 1940 |
| 1982 50 | | 42 50 | | 43 | | 85 | 2067 50 | DEC 17 1940 |
| 2025 00 | | 42 50 | | 43 | | | 2110 55 | DEC 20 1940 |
| 2067 50 | | 43 05 | 43 05 | 43 | | | 2153 05 | DEC 24 1940 |
| 2110 55 | | 42 50 | | 43 | | 1 42 | 2195 55 | DEC 31 1940 |
| 2153 05 | | 42 50 | | 43 | 638 05 | 1 00 | | |
| | | | | | | | | |
| x xx | | 42 50 | | 43 | | | 42 50 | JAN -7 1941 |
| 42 50 | | 42 50 | | 43 | | 85 | 85 00 | JAN 14 1941 |
| 85 00 | | 42 50 | | 43 | | | 127 50 | JAN 21 1941 |
| 127 50 | | 42 50 | | 43 | | 1 42 | 170 00 | JAN 28 1941 |
| 170 00 | | 42 50 | | 43 | | | 212 50 | FEB -4 1941 |

**Plaintiff's Exhibit No. 14.**

## CIRCULATIONS, RATES AND PERSONNEL OF U. S. DAILY NEWSPAPERS—Continued



Jack Garner Would Approve a Hand Like This

HERE'S the winner when stakes are the Effective Buying Income of Texas' Major Markets—a "pot" of $201,780,000 in 1937, according to Sales Management's 1938 Annual Survey of Buying Power.

To do the job, you'll need every card in the hand The News deals you . . . largest circulation, reader confidence, the prestige of a nationally-recognized "top" newspaper; and last—but not least—the hang-up job in merchandising service which The News does for an advertiser.

Be satisfied in reaching nothing less than the full buying power of this market. Urban Dallas, alone, is only 50 per cent of the pot. GET ALL OF DALLAS!

*Sell the Readers of The News and You Have Sold the Dallas Market*

The Dallas Morning News

PLAINTIFF'S EXHIBIT No. 16.

IN THE
DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

| | |
|---|---|
| PHILIP B. FLEMING, ADMINISTRATOR of the WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Plaintiff, vs. A. H. BELO CORPORATION, Defendant. | CIVIL ACTION No. 308 |
| A. H. BELO CORPORATION, Plaintiff, vs. G. C. STREET et al, Defendants. | CIVIL ACTION No. 301 |

STIPULATION

It is hereby stipulated and agreed by and between the parties in the above styled cases, without waiving the right to introduce additional testimony upon the trial of said cases as to subjects covered herein as well as all other subjects, and further without waiving the right to object to the introduction of all or any part of this stipulation as irrelevant or immaterial to issues arising in above styled causes, as follows:

I.

That the A. H. Belo Corporation operates Radio Station WFAA, said station being a 50,000 watt radio broadcasting station; that a contract exists between said

A. H. Belo Corporation and the National Broadcasting Company, Inc., providing that the former will accept, for the purpose of re-broadcasting over said Radio Station WFAA, "network sustaining and commercial programs" produced by said National Broadcasting Company, Inc.; that pursuant to said contractual arrangement A. H. Belo Corporation has accepted and broadcast over said Station WFAA various sustaining and commercial programs produced by the National Broadcasting Company, Inc.; that virtually all of said sustaining and commercial programs provided by said National Broadcasting Company have originated at points in states other than the State of Texas and have been transmitted by the National Broadcasting Company from such points in states other than the State of Texas to the A. H. Belo Corporation in Dallas, Texas, where said programs were broadcast by said A. H. Belo Corporation over Radio Station WFAA; that said programs have occupied approximately forty-five per cent (45%) of the broadcasting time of said Radio Station WFAA since prior to October 24, 1938 to the date hereof; that by reason of the power of said Radio Station WFAA the station is heard beyond the State of Texas and the programs broadcast over said radio station are received in states other than the State of Texas; that such programs, as referred to above, have been broadcast by Radio Station WFAA each day since October 24, 1938, and are still being broadcast; that A. H. Belo Corporation operates said Radio Station WFAA under a license issued to said corporation by the Federal Communications Commission of the United States; that during the period from October 24, 1938, to the date hereof, the A. H. Belo Corporation regularly received advertising copy from points outside the State of Texas and that said advertising copy was broadcast over Radio Station WFAA; that during the period from January 1, 1939 to the date hereof, the A. H. Belo Corporation received "electrical transcriptions" from points in states other than the State of Texas and that said "electrical transcriptions" have been and are broadcast over said Radio Station WFAA;

II.

That by virtue of a contract existing between the A. H. Belo Corporation and the United Press Associations, a corporation, said A. H. Belo Corporation has the "right and privilege of broadcasting vocally carbon copies of day and night leased wire reports" furnished by said United Press Associations over Radio Station WFAA; that pursuant to said contract A. H. Belo Corporation has received information, news and feature stories transmitted to it by the United Press Associations from points in states other than the State of Texas and from points within the State of Texas, and parts or portions thereof have been regularly broadcast over Radio Station WFAA daily since October 24, 1938; that A. H. Belo Corporation also broadcasts daily over said Radio Station WFAA news and information gathered in Texas by employees of said A. H. Belo Corporation.

III.

That A. H. Belo Corporation is a member of the Associated Press, and has been since prior to October 24, 1938; that as a member of said Associated Press it daily receives news reports and information regarding happenings and events throughout the world and feature stories, and comments upon national and international affairs prepared by the Associated Press from which the defendant regularly selects and publishes items in either the original form as received or the substance thereof, in the Dallas Morning News (both the week day and Sunday issues of said newspaper); that approximately seventy per cent (70%) of all such information, news stories, feature stories, and articles of comment so received from said Associated Press originate in states other than the State of Texas, and are transmitted to the defendant in Dallas, Texas, from points in states other than the State of Texas for publication in said Dallas Morning News; that pursuant to the obligations of its membership in the Associated Press the defendant maintains and furnishes the necessary quarters and

power to operate necessary transmission equipment required for the receipt of said information, news stories, feature stories, and articles of comment transmitted to it by said Associated Press from points in states other than the State of Texas, and said quarters and power referred to, furnished by the defendant, are used by said Associated Press in transmitting to points outside the State of Texas information, news stories, and feature articles originating within the State of Texas in the general vicinity of the City of Dallas, Texas; that by reason of the A. H. Belo Corporation being a member of the Associated Press said Associated Press has the right to use, and it does regularly use and transmit to points outside the State of Texas, information, news stories and feature articles prepared and published by the A. H. Belo Corporation in the issues of the Dallas Morning News; that the defendant has been engaged in receiving from and supplying the Associated Press information, news stories, feature stories and articles of comment, as aforesaid, daily since October 24, 1938; that said A. H. Belo Corporation also receives pictures, maps and diagrams and publishes daily in the Dallas Morning News said pictures, maps and diagrams which have been transmitted by wire to said corporation from points in states other than the State of Texas by said Associated Press; that said A. H. Belo Corporation furnishes quarters and power to said Associated Press for the equipment used in receiving such pictures, maps and diagrams; that the quarters and power referred to are also used by said Associated Press in transmitting pictures, maps and diagrams to points outside the State of Texas and that some of the pictures so transmitted are produced by employees of the A. H. Belo Corporation; that the aforesaid Associated Press picture service is called the AP Wirephoto Service; that the Associated Press daily transmits to the A. H. Belo Corporation the daily stock and bond transactions on the New York Stock Exchange, as well as other financial information, from points in states other than the State of Texas and the same is published daily in the Dallas Morning News;

that the A. H. Belo Corporation also receives and publishes daily reports of commodity prices and market conditions, said reports being transmitted to said corporation from points in states other than the State of Texas.

IV.

That pursuant to contracts which have existed between the defendant and the United Press Associations, a New York Corporation, since prior to October 24, 1938, the defendant has received daily from said United Press Associations a "night leased wire service"; that said daily night leased wire service furnished the defendant with information, news tips, news or feature stories, and articles of comment, describing and commenting upon the happenings and events throughout the world, for publication in the Dallas Morning News, and part thereof has been regularly published by the defendant in the week day and Sunday issues of the Dallas Morning News since October 24, 1938; that more than seventy per cent (70%) of said information, news or feature stories, and articles of comment originated at points in states other than the State of Texas and were transmitted to the defendant from said points for the purposes aforesaid by the United Press Associations; that pursuant to the contracts existing between the defendant and said United Press Associations the defendant provides necessary quarters for wire and operator or telephone-typewriter machines or other neeessary transmission equipment and necessary power required for operation of telephone-typewriter machines or other necessary transmission equipment for the receipt of said "leased wire service," and the quarters aforesaid, located in Dallas, Texas, are also used by said United Press Associations for transmitting information, news and feature stories to points outside the State of Texas.

V.

That pursuant to a contract existing between the defendant and the North American Newspaper Alliance,

Inc., the defendant has received, and published almost daily in the Dallas Morning News, since on or before October 24, 1938, news stories, information, feature stories, and articles of comment from said North American Newspaper Alliance, Inc.; that virtually all said information, stories, and comment, received and published in the Dallas Morning News originated outside the State of Texas and has been transmitted to the defendant in Dallas, Texas, by said North American Newspaper Alliance from such points in states other than the State of Texas; that among the articles, stories, and information so received are the daily sports comments of Grantland Rice, and financial and business comment and stories by George T. Hughes;

VI.

That since October 24, 1938, the defendant has regularly received in Dallas, Texas, from points in states other than the State of Texas the copy, proof, matrix forms, etc., of feature articles and cartoons, which are published daily in the Dallas Morning News, and among such feature articles and cartoons the following have been regularly published in said Dallas Morning News; comments on national and international affairs by Ernest Lindley, "These Women" cartoons by d'Allesie, "Aunt Het" cartoons by Robert Quillen, comments and information concerning national and international affairs by Joseph Alsop and Robert Kintner, Hollywood, California, motion picture comment by Sheilah Graham, "Test Your Horse Sense" by Dr. George W. Crane, "Private Lives" cartoons by Edwin Cox, "Daily Cross-Word Puzzle" supplied by Bell Syndicate, Inc., and "Gallup Poll" by Dr. George Gallup, Director of American Institute of Public Opinion;

VII.

That the defendant has regularly received since prior to October 24, 1938, from points in states other than the State of Texas, under contracts existing between

the defendant and various feature syndicates or individuals, such as McNaught Syndicate, Inc., United Features Syndicate, Inc., Bell Syndicate, Inc., the Register & Tribune Syndicate, Publisher's Syndicate, and A. A. Kelleher, the necessary mats, forms, etc., for the following comic strips, which were and are published daily in the Dallas Morning News: Mickey Finn, Li'l Abner, Dan Webster's Career, Jane Arden, Yankee Doodle, Chief Wahoo, Dan Dunn, Secret Operator 48, Bo, Mary Worth's Family, and Jitter;

VIII.

That the defendant regularly receives each week from a point in a state other than the State of Texas copies of a Sunday supplement magazine named "This Week Magazine", published by the United Newspapers Magazines Corporation, and a copy of this magazine is distributed with each copy of the Sunday Dallas Morning News; that defendant has so received this magazine for distribution with the Sunday issue of the Dallas Morning News, each week since October 24, 1938.

IX.

That the defendant has received in Dallas, Texas, each week, since prior to October 24, 1938, from points in states other than the State of Texas from various feature syndicates and individuals, such as McNaught Syndicate, Inc., the Bell Syndicate, Inc., NEA Service, Inc., New York Tribune, Inc., United Features Syndicate, Inc., the Register & Tribune Syndicate, Publishers' Syndicate, and King Features Syndicate, Inc., the matrix forms, copy, etc., which were and are used in publishing in the Comic Section of the Sunday issue of the Dallas Morning News the following comic cartoon strips; Gene Autry; Joe Palooka; Don Winslow and the Navy; Captain Easy, Soldier of Fortune; Out Our Way; Ben Webster; Would You Believe It?; Peter Rabbit; Ella Cinders; Abby an' Slacks; Off the Record; Our Bill; Dixie Dugan; Li'l Abner; Charlie Chan; Yankee Doodle; Mary Worth's

Family; Chief Wahoo; Napoleon; Ginger; Jitter; The Lone Ranger Private Lives, Dan Dunn, Secret Operator 48; Jane Arden; Lena Pry; and Mickey Finn.

X.

That all news and feature stories published by the A. H. Belo Corporation in the Dallas Morning News and the Semi-Weekly Farm News since prior to October 24, 1938 under "date lines" of cities of foreign countries or cities and towns located in states other than the State of Texas have been and are transmitted to the A. H. Belo Corporation in Dallas, Texas, by means of the various instrumentalities of interstate communication from cities and towns located in states other than the State of Texas or in foreign countries;

XI.

That the A. H. Belo Corporation during the months of November and December, 1938, published and shipped to points outside the State of Texas, 112,481 copies of the Dallas Morning News, including both week-day and Sunday issues; that the total net press run for these two months was 6,555,550 copies of said Dallas Morning News; that out of an average daily press run of 107,468, said Belo Corporation shipped an average of 1,844 copies of said Dallas Morning News out of the State each day during said period of time; that during the calendar year 1939, out of a net press run of 40,932,403 copies of the Dallas Morning News, including week-day and Sunday issues, said Belo Corporation shipped 681,886 copies of said newspaper to points outside the State of Texas; that during this period the average daily net press run was 112,143, of which the Belo Corporation shipped an average of 1,868 copies daily to points outside the State of Texas; that during the calendar year 1940, out of a total net press run of 40,869,527 the Belo Corporation shipped a total of 674,737 copies of said Dallas Morning News to points outside the State of Texas; that out of an average daily net press run of 111,638 during this

period, said Belo Corporation shipped 1,848 daily to points outside the State of Texas;

XII.

That during the months of November and December, 1938, the A. H. Belo Corporation published a total of 1,611,948 copies of the semi-Weekly Farm News; that a total of 423,938 copies were shipped by said corporation to points outside the State of Texas during this period; that out of an average issue of 100,737 copies, an average of 26,496 copies were shipped to points outside the State of Texas by said Corporation; that during the calendar year 1939, out of a total net press run of 9,650,152 copies of said Semi-Weekly Farm News, the A. H. Belo Corporation shipped 2,561,128 copies to points outside the State of Texas; that out of an average issue of 100,522 during this period, the average number of copies shipped to points outside the State of Texas was 24,626; that during the calendar year 1940, out of a total net press run of 8,713,036 copies of said Semi-Weekly Farm News, the Belo Corporation shipped 2,408,-304 copies to points outside the State of Texas; that out of an average issue of 90,761 during this period, the Belo Corporation shipped an average of 23,157 copies to points outside the State of Texas;

XIII.

That out of a total sale of 52,986 copies of the Texas Almanac and State Industrial Guide published by the A. H. Belo Corporation during the period from November 1, 1938, to December 1, 1940, 1,704 copies of said Texas Almanac and State Industrial Guide were shipped to points outside the State of Texas by said Belo Corporation;

XIV.

That during the months of November and December, 1938, out of a total of 2,150,264 lines of paid advertising published in the Dallas Morning News by the A. H. Belo Corporation, 352,580 lines, or 16.4 per cent thereof,

was national advertising in that it was advertising products produced outside the State of Texas and distributed within the State of Texas either by the out-of-state producer or local distributors; that during the calendar year of 1939, out of a total of 11,935,470 lines of paid advertising published in the Dallas Morning News by the Belo Corporation 2,248,921 lines, or 18.8 per cent thereof, was national advertising in that it was advertising products produced outside the State of Texas and distributed within the State of Texas either by the out-of-state producer or local distributors; that during calendar year of 1940, out of a total of 12,861,765 lines of paid advertising published in the Dallas Morning News by the Belo Corporation, 2,298,577 lines, or 17.9 per cent thereof, was national advertising in that it was advertising products produced outside the State of Texas and distributed within the State of Texas either by the out-of-state producer or local distributors; that this includes automobile advertising, as well as all other national advertising.

XV.

That during the period from November 4, 1938, to December 31, 1938, the A. H. Belo Corporation published in the Semi-Weekly Farm News 24,000 lines of national advertising and 6,066 lines of local advertising; that during the calendar year 1939, 104,908 lines of national advertising and 46,908 lines of local advertising were published in the Semi-Weekly Farm News by the A. H. Belo Corporation; that during the calendar year 1940, 99,816 lines of national advertising and 42,277 lines of local advertising were published by the A. H. Belo Corporation in the Semi-Weekly Farm News; that as used above the term "national advertising" refers to that advertising published in the Semi-Weekly Farm News which advertised products produced outside the State of Texas and distributed within the State of Texas either by the out-of-state producer or local distributors;

XVI.

That during the period from October 24, 1938 to the

date hereof, the A. H. Belo Corporation regularly received mats, cuts, or copy for such national advertising as referred to in the paragraphs above, numbered XIV and XV, from points outside the State of Texas and the same were regularly used in publishing said advertising in the Dallas Morning News and the Semi-Weekly Farm News (the A. H. Belo Corporation ceased publication of the said Semi-Weekly Farm News December 31, 1940); that mats, cuts or copy for such national advertising were also received by the A. H. Belo Corporation and used in publishing the Texas Almanac and the Industrial Guide.

XVII.

That the A. H. Belo Corporation maintains a news bureau office in Washington, D. C. and that the A. H. Belo Corporation regularly publishes in the Dallas Morning News, including the Sunday issue, information, news stories and feature articles prepared by its correspondent or correspondents in the Washington, D. C. Bureau; that the A. H. Belo Corporation regularly publishes in the Dallas Morning News, information, news stories and feature articles received from its correspondent in Mexico City, Mexico; that said information, news stories and feature articles are transmitted to the A. H. Belo Corporation in Dallas, Texas, from Washington, D. C. and Mexico City, Mexico, by wire or mail facilities.

XVIII.

That since October 24, 1938, to the date hereof, the A. H. Belo Corporation regularly published in the Dallas Morning News, including the Sunday issue, information, news stories and feature articles transmitted to said Belo Corporation by its Austin, Texas, correspondents and its West Texas Office, Central Texas Office and East Texas Office.

XIX.

That during the period from October 24, 1938, to January 1, 1940, the A. H. Belo Corporation purchased

and obtained all news print used in the publication of the Dallas Morning News and the Semi-Weekly Farm News from points outside the State of Texas; that since January 1940, to the date hereof, seventy per cent (70%) of the news print used in the publication of the Dallas Morning News and the Semi-Weekly Farm News (publication of the Semi-Weekly Farm News was discontinued on December 31, 1940) by the A. H. Belo Corporation has been obtained from outside the State of Texas.

XX.

That continuously since October 24, 1938, the employees of the A. H. Belo Corporation engaged in the business of writing, publishing and distributing issues of the Semi-Weekly Farm News, the Dallas Morning News and the Texas Almanac and State Industrial Guide without segregation of labor as to the three different publications; that the employees of the A. H. Belo Corporation continued to work as stated above until December 31, 1940, when said corporation ceased to publish the Semi-Weekly Farm News.

XXI.

That the A. B. Belo Corporation is and has been since prior to October 24, 1938, a member of the American Newspaper Publishers Association and M. M. Donosky, treasurer of said corporation, is a member of the Traffic Committee of said Association; that since on or before October 24, 1938, H. C. Withers, managing editor of the Dallas Morning News, published by A. H. Belo Corporation, has been a member of the American Society of Newspaper Editors.

Dated this 1st day of February, 1941.

Attorneys for A. H. BELO CORPORATION

Locke, Locke, Dyer & Purnell

Attorneys for PHILIP B. FLEMING,
ADMINISTRATOR of the WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR

Gerard D. Reilly

Gerard D. Reilly, Solicitor

Irving J. Levy

Irving J. Levy, Assistant Solicitor

Llewellyn B. Duke

Llewellyn B. Duke, Regional Attorney

George B. Searls

George B. Searls, Senior Attorney

Robert W. Richards

Robert W. Richards, Associate Attorney

PLAINTIFF'S EXHIBIT No. 17.

IN THE
DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

| | |
|---|---|
| PHILIP B. FLEMING, ADMINISTRATOR of the WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Plaintiff, vs. A. H. BELO CORPORATION, Defendant. | CIVIL ACTION No. 308 |

| | |
|---|---|
| A. H. BELO CORPORATION, Plaintiff, vs. G. C. STREET et al, Defendants. | CIVIL ACTION No. 301 |

STIPULATION

It is hereby stipulated and agreed by and between the parties in the above styled cases, without waiving the right to introduce additional testimony upon the trial of said cases as to subjects covered herein as well as all other subjects, and further without waiving the right to object to the introducion of all or any part of this stipulation as irrelevant or immaterial to issues arising in above styled causes, as follows:

I.

That since October 24, 1938, twenty-eight (28) new Inter-type machines (which are used in the composing rooms to set type) have been added to the equipment

used in the publication of the Dallas Morning News, Semi-Weekly Farm News, and the Texas Almanac and State Industrial Guide, and that all of these machines were obtained from outside the State of Texas;

II.

That seventy per cent (70%) of the gross operating revenue of Station WFAA from November 1938 to December 1939, inclusive, was derived from sales of radio time, paid for by producers or agencies located outside the state of Texas; and that seventy-four per cent (74%) of the gross operating revenue in the calendar year 1940 was obtained from the same source;

III.

That thirty per cent (30%) of the gross operating revenue of Station WFAA from November 1938 to December 1939, inclusive, was derived from sales of radio time in which were advertised products or services originating in whole, or in part, outside of Texas, and products or services originating wholly within Texas, which time was paid for by purchasers located in Texas, and that twenty-six per cent (26%) of the gross operating revenue of Station WFAA in the calendar year 1940 was derived from the same class of sales of radio time;

IV.

That seventeen per cent (17%) of the combined gross operating revenue of the Dallas Morning News and the Semi-Weekly Farm News in the calendar year 1939 was derived from the sales of advertising space paid for by producers or agencies located outside of the state of Texas, and that in the calendar year 1940 sixteen per cent (16%) of the combined gross operating revenue was derived from this source;

V.

That fifty per cent (50%) of the combined gross operating revenue of the Dallas Morning News and the

Semi-Weekly Farm News in the calendar years 1939 and 1940 was derived from the sales of advertising space in which were advertised products or services originating in whole, or in part, outside of Texas and products or services produced wholly within Texas, which space was paid for by purchasers located in Texas.

Dated this 3rd day of February, 1941.

Attorneys for A. H. BELO CORPORATION
Locke, Locke, Dyer & Purnell

Attorneys for PHILIP B. FLEMING,
ADMINISTRATOR of the WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR

Gerard D. Reilly

Gerard D. Reilly, Solicitor

Irving J. Levy

Irving J. Levy, Assistant Solicitor

Llewellyn B. Duke

Llewellyn B. Duke, Regional Attorney

George B. Searls

George B. Searls, Senior Attorney

Robert W. Richards

Robert W. Richards, Associate Attorney

PLAINTIFF'S EXHIBIT No. 18.

Station WFAA

Dallas, Texas

Mr. Nimmons:

New wages and hours regulations went into effect this day.

Letters addressed to employees, showing their basic rate of pay, requiring their signature of acceptance, and to be returned to the employer, should be signed in your department as follows:—

| | |
|---|---|
| W. Hal Thompson, basic rate raised from | $0.667 to 0.708 |
| W. L. Kurn | 0.583 to 0.625 |
| Rosa C. Shalette | 0.375 to 0.417 |

New Members.

| | |
|---|---|
| F. D. Riss | 0.583 |
| E. Baughman | 0.75 |
| Paul Lutton | 0.667 |
| M. B. Thornton | 0.75 |

Herewith are seven copies of the letters to be read, signed and returned.

(signed) A. Calhoun

10/24/39

C O P Y

J. Raymond Collins:

Dear Ray:

Please see that these notes are in the hands of the persons addressed, and, if they understand and agree, are signed and as soon as possible, returned to this office.

Thanks a lot.

It is to be impressed on the signers that they sign willingly, that there is no change in their hours and pay. It is merely aligning us all with the requirements of the Wages and Hours Act that is effective Sunday night, at midnight, October 24, 1938.

(signed) Calhoun

(This note sent with wage contracts dated 10/22/38.)

C O P Y

---

Mr. Collins:

Employer rules, that employees, even though they signed last year, must sign this year, if their pay has been increased and consequently the hourly rate changed.

G. N. Willman is a new man and has never signed, I believe, At $42.50 per week his rate per hour, WFAA basis, is $0.708 or 71¢.

Increases have been made for:

| | | | | | |
|---|---|---|---|---|---|
| P. E. Bostaph, | raising | his | rate | from | 67 to 71¢ |
| J. L. Wicker | " | " | " | " | 71 to 75 |
| J. P. Hemley | " | " | " | " | 71 to 75 |
| D. A. Peterson | " | " | " | " | 75 to 79 |
| J. W. Cooper | " | " | " | " | 71 to 75 |
| G. M. Howard | " | " | " | " | 71 to 75 |

Herod Johnson, if working 42 hours, must raise to 30¢, making $12.60 or work not over 40 hours.

At Studios

O. S. Brown ..... 71 to 75

Herewith are seven copies of the notice to be signed and returned.

New hours and rates went into effect today—

(signed) A. Calhoun

10-24-39

COPY

---

October 21, 1938

Mr. Calhoun:

Today or tomorrow, at the latest, we will receive from The News a memorandum regarding the Wages & Hours Bill which goes into effect Monday.

Under the Law it is necessary for all employers to declare a minimum wage scale and to notify each employee. Mr. Moroney or Mr. Donosky will send such a report to you and it is of utmost importance to all concerned that every member of the Staff be notified.

Will you be on the lookout for this, please?

(signed) Martin C. Campbell

cc: Mr. Moroney

COPY

Mr. Campbell:

Re: New hours under Wages & Hours Act

Formula we used last year was $11 : $15 (WFAA Minimum) :: 44 hr.; 60 hr.

We used that 60 hours in ascertaining rate per hour of our employees, dividing the weekly pay by 60 ($45 per week would be 75¢ per hour). We figured overtime after 54.5 hours (time-and-a-half for 16 hours, 44 to 60).

Mr. Taggert tells me there will be no change in estimating on The News Payroll.

I had asked him whether we'd have to raise minimum pay or lower or reduce our maximum hour figure. He said, neither.

New legal rate of 30¢ and 42 hours makes minimum weekly pay $12.60. Not changing our salary structure, it looked to me as if we must use one of these 2 formulas:

$12.60 : $15 :: 42 : 50, making overtime after 47.5 hrs. (1½ time 8 hrs.) or

$12.60 : $18 :: 42 : 60, making overtime after 54 hours (1½ times 18 hrs.).

But Mr. Taggert says we need only raise minimum pay to $15.30 a week. Then all rates and overtime will be figured as now. This minimum is figured on a 48 hour week at $12.60 for 42 hour week.

I'm to see him Tuesday morning to get this formula. 10-16-39

Mr. Campbell: Saw J. and Wilbur this morning. Formula No. 2, above, is correct one. The $18 results from 30¢ an hour for 42 hours, plus 45¢ (time & ½) for 12 hours—or $12.60 plus $5.40, total $18.00, working up to 54 hours. Rates per hour will be worked out same as last year.

(unsigned)

C O P Y

PLAINTIFF'S EXHIBIT No. 19.

## Schedules for THE DALLAS MORNING NEWS

The following schedule of forms to be delivered to stereotype department must be maintained on all Editions both daily and Sunday; delivery schedules are posted to enable the makeup department to maintain a steady flow of forms and to prevent crowding. It is to the advantage of all concerned to complete the one form that is due in Stereotype Department at a given time, rather than concentrate on possibly four or five forms and deliver them simultaneously, thereby causing poor workmanship and the possibility of uncorrected reading matter and advertisements.

### DAILY SCHEDULE

#### EARLY EDITION

Starter Time 8.27 P.M.
Schedule for last 10 forms
10—7.50 P.M.
9—7.55 "
8—8.00 "
7—8.05 "
6—8.10 "
5—8.15 "
4—8.18 "
3—8.21 "
2—8.24 "
1—8.27 " Starter

#### 1st CITY EDITION

Starter Time 1.00 A.M.
Schedule for last 8 forms
8—12.32 A.M.
7—12.36 A.M.
6—12.40 "
5—12.44 "
4—12.48 "
3—12.52 "
2—12.56 "
1— 1.00 Starter

#### STATE EDITION

Starter Time 10.22 P.M.
Schedule for last 5 forms
5—10.10 P.M.
4—10.13 "
3—10.16 "
2—10.19 "
1—10.22 Starter

#### 2nd CITY EDITION

Starter Time 1.18 A.M.
Schedule for last 5 forms
5—1.06 A.M.
4—1.09 "
3—1.12 "
2—1.15 "
1—1.18 Starter

The attention of all is directed to the fact that there is absolutely no leeway in the scheduled starter time mentioned. They must be observed to the letter. A delay of one minute will mean missing some of the mails.

# Making a Metropolitan Newspaper

★ *A Trip Through the Plant of The Dallas Morning News*

# MAKING A METROPOLITAN NEWSPAPER

SO long has The Dallas Morning News been the leading newspaper of Texas, as well as one of the nation's foremost examples of journalistic enterprise and leadership, that many readers take its excellencies for granted. Yet behind the daily paper laid regularly each morning at your doorstep is to be found a tremendous and continuing outlay of brains, brawn and capital.

No quicker or more fascinating insight into the miracle of modern newspaper making can be gained than by a personal tour of the home office and factory of The Dallas Morning News. By such firsthand inspection the visitor sees the dramatic interplay of men, machinery and materials, out of which the finished product emerges on an endless belt of days and years. Every aspect of newspaper making is charged with color. It is a subject of unending appeal to the public, as witnessed by the constant stream of stories, plays and films depicting the work of reporters, foreign correspondents and editors in their daily race against time and space. But editorial workers are only a battalion in the larger army of newspaper makers. Every department, from the cool and machinelike experts in the bookkeeping division to the vast circulation force hustling the latest edition to its vast number of readers, has its own exciting story.

## Nerve Center of the Paper

Our tour begins on the first floor of the office building of The News. Our attention is directed first to four modest rooms adjoining the Commerce Street entrance. These are only partly partitioned off from the larger business office. Although no name-plates or other visible signs indicate the occupants of these offices—or even their significance in the making of The News—this section of the first floor is at once the heart and the brain, the nerve center, of the vast ramifications of a newspaper organization. For we are passing the executive offices, occupied by the president, vice president, secretary and treasurer and business manager—the field marshal and his general staff who direct this large "army" and equipment, through the delegated leadership of the various department heads.

Looking over the large open space of the first floor, with desks and workers crowding every available inch of space, the visitor might not realize that each employee is part of a skillfully subdivided force, each subdivision being concerned with an important phase of newspaper making.

## Large Sales Force

To the right are the members of the local advertising staff. These are salesmen led by an advertising director. They call on the hundreds of Dallas business houses whose customers are guided largely by newspaper advertisements in the purchase of more than $250,000,000 worth of goods in Dallas retail stores each year. To the left are members of

the national advertising staff. Through them come advertisements of manufacturers and concerns often located as far away as 1,500 to 2,000 miles. Along the front counter are representatives of the classified advertising department who receive many of the thousand and one "personal" and "want" ads, which constitute one of the greatest community services rendered by a newspaper.

Other divisions of the classified department are located on the second floor.

Advertising, of course, is one of the most popular and widely read of all the features of a newspaper. Many readers forget, however, the big part which advertisements have in also making the newspaper one of the greatest bargains offered to the citizen. Weekly or monthly subscribers to The News pay less than three cents a day for their morning paper. The enormous cost of collecting, editing and printing news, running into many hundreds of thousands of dollars annually, would force the price of a single copy of the newspaper to 60 or 70 cents, were it not for the revenue from advertising.

To handle the large sums, both of income and outgo, required to keep a newspaper in operation, there are the credit and collection divisions of The News, also located on the first floor. From this same bookkeeping department checks are disbursed to the more than 600 employees of The News each week and payments are made for the staggering quantities of white paper, ink and all the other materials and supplies, plus other manifold expenses of operation. These offices extend from the cashier's cage by the front counter to

the door to the office vault and the array of business machines in the rear.

## The News' Own "Post Office"

The great volume of mail reaching The News each day calls for a special "post office" within the building, a place where it can be checked in, assorted and then sent to various departments and individuals. The full time of one person, with two or three assistants, is required to handle this flow of correspondence. More than 1,200 individual pieces of mail are received on the average each day. At special times, particularly when some contest is on, this volume reaches 2,500 to 3,000 pieces a day.

Also on the first floor of The News, but separated by a wall partition, is the main office of the circulation department, which is the sales and delivery end of the institution. For operating requirements, a number of divisions of the department are housed in various other parts of The News' plant. Dallas city service operations center on the ground floor and mezzanine area of the mechanical building on the southwest corner of Commerce and Austin streets. The mailing room, where papers are delivered from the press room by vertical conveyors from the ground floor, is located on the second floor of the mechanical building. It occupies nearly 20,000 square feet. The trucking department, with chute and loading docks, operates on the west side of the mechanical building for a distance of 100 feet along Austin Street. Four substations, or residential section offices, are maintained in North, East and South Dallas and Oak Cliff.

## Vast Circulation System

It is interesting to realize that eighty trucks and motorcars, electric and steam trains and busses distribute copies of The News over fifty-one square miles in Dallas and cover a service area of more than 22,000 square miles in Texas, mostly within or near the suburban trading area of Dallas. Eighty motorcars travel 8,000 miles each morning between 2 and 6 o'clock. Copies of The News are on front porches, before breakfast, as far distant as Gainesville, Texarkana, Lufkin, Austin and Abilene. It has been estimated that 450,000 persons read The Dallas News each day. To reach this number of people by first-class United States mail would require $11,500 worth of stamps each day.

Workers in the circulation department, in a year's time, handle in excess of twenty-one million pounds of finished newspapers. More than 3,000 sacks of United States mail are sent out from The News' building to distribute papers still handled by that method. At the same time, 2,400 men and boys handle copies of the paper each day. Excepting those sent by mail to subscribers, all copies of The News are bought and resold by independent distributors, such as boy merchants, street vendors and newsstands.

One of the most ingenious and remarkable operations in the circulation department is that of the stencil department, to be found in the city service department in the mechanical building. There a series of four, almost human, machines print the names of the vast number of mail subscribers to the daily and Sunday issues of The News and The Semi-Weekly Farm News. The printing is on enve-

lopes and single wrappers. It is done from small, typewriter-cut cloth stencils made by four young women who give their full time to this work. By a system of punches on the margin of the stencils to which they are geared, the machines automatically throw out the names of subscribers as expiration dates occur. Constant new stencil cutting is required, due to the great number of changes of addresses occuring all the time among so many subscribers.

## Editors at Work

Leaving the business and circulation departments behind we go next to the second floor of The News where the offices of the editor in chief and various other editors and columnists are to be found.

In this day when news from the four corners of the globe is flashed to a paper with the speed of lighting, the modern reader demands, along with the hot news story, unusually able commentary and interpretation. To answer this insistent question of Why? — What's Behind the News?—an editorial page and numerous interpretive articles by specialists are created each day in The News' own plant. Only a minimum of "canned," or syndicated matter is used in Texas' leading newspaper. On its staff are experts specially fitted to discuss and to cartoon foreign affairs, national developments, farm and ranch problems and all the other economic, social and cultural matters vitally affected by a fresh outbreak of war in Asia, or a new decision at Washington, or the latest proposal from Austin or even a tornado at the doorstep of Dallas.

To provide editors with facilities for quick

and accurate research on all current problems, The News maintains a large, specially equipped library on the second floor. Here the latest reference works covering all aspects of human knowledge and interests are readily accessible. In addition, special treatises in book and pamphlet form on particular subjects fill row on row of the shelves around the wall.

## Keeping Track of the Past

Because today's news stems directly out of the past, either the past of only a few hours ago or of a more remote time, The News library has an elaborate setup of records concerning what happened yesterday, day before yesterday, last month and thus on back for more than fifty years. News clippings by subject matter on events of the last few years are kept for ready reference in steel filing cabinets. A card index system guides the researcher into the bound volumes of The News, more than 200 volumes of which, containing every issue of the paper since its first on October 1, 1885, are stored in a fireproof, air-conditioned vault in the library.

The News in recent years has also begun the reproduction of its fifty-year-old file by means of micro-film photography. This is a marvelous space-reducing method whereby an entire page of a newspaper is photographed on a film scarcely larger than a postage stamp. Strung together in a continuous roll resembling a movie film, these reels are so compact that images of the contents of several hundred volumes of the file are contained in a steel cabinet measuring only a few feet in each dimension. A magic-lantern like machine pro-

jects any part of the roll of film for easy reading.

The News library reminds the visitor of the daily book column and the Sunday book page which its reviewers conduct for the pleasure and benefit of the large reading public of the Southwest. The book reviewing department affords late news and comment on almost 1,000 of the outstanding books published each year.

## Other Publications of The News

Also located on the second floor are the editorial offices of both The Semi-Weekly Farm News and the Texas Almanac and State Industrial Guide. The promotion department for all publications is likewise on this floor. Unlike the doctor who refuses to take his own medicine, the newspaper is a great believer in advertising for itself, as well as for its customers. The promotion department in reality is The News' own advertising department and directs the creation and placing of "copy" in various mediums telling about the work of The News and associated enterprises.

Many visitors find a hand-lettered, gold-framed scroll in the hallway of the second floor of more than passing interest. This document dates from October 1, 1935, the occasion of the Golden Jubilee of the newspaper. It is a testimonial to the president of The News in recognition of his pre-eminent part in the start and development of The Dallas Morning News, and contains the signature of every employe of The News at the time of the fiftieth anniversary.

Every two years when county, state and congressional races are held, the second floor

of The News also houses the Texas Election Bureau headquarters. To it a corps of workers in each of the 254 counties of Texas send frequent returns from the polls with amazing rapidity. Telephone, telegraph and fleet-wheeled messengers are used to convey these returns to headquarters where thirty-five tabulators, statisticians and interpreters reduce the maze of figures to bulletins and summaries. Formerly The News set up its own State-wide organization to collect these results, but for a number of years now it has been joined with other daily newspapers to operate jointly this co-operative election bureau.

## Handling the News

Proceeding to the third floor we reach the news-gathering room, which is presided over by the managing editor and the associate managing editor. These highest ranking officers in the news room direct and coordinate the collection and editing of all telegraph and local news.

The large part of the news department is known as the city room. Here are to be found the staff of sixteen local reporters, with their desks, typewriters, individual telephones and other equipment. What happens to our immediate neighbors and to ourselves is always of paramount interest. The News insists on complete local coverage of Dallas. Its local staff is the largest of any newspaper in Texas.

On the left, against the north wall, is the city editor's desk. The city editor is the field marshal who directs the local staff, deploying his trained reporters at strategic points throughout the metropolitan area—at the city hall, the police station, the emergency hos-

pital, the courthouse, banks, railroad offices, the Chamber of Commerce, football and baseball games, special mass meetings, purely social gatherings; any and all places where news may be expected to happen.

The city staff reports to the city editor early each afternoon. Each reporter reads the daily assignment sheet and checks his orders for the day. The reporters then leave to cover their runs and are busy outside until later in the day when they return, bringing their portions of the news in the form of penciled notes. Soon their typewriters are hammering out reports on the activities of a busy metropolis. The peak of local news writing takes place before the dead lines of the various editions, although most local news is in type by midnight.

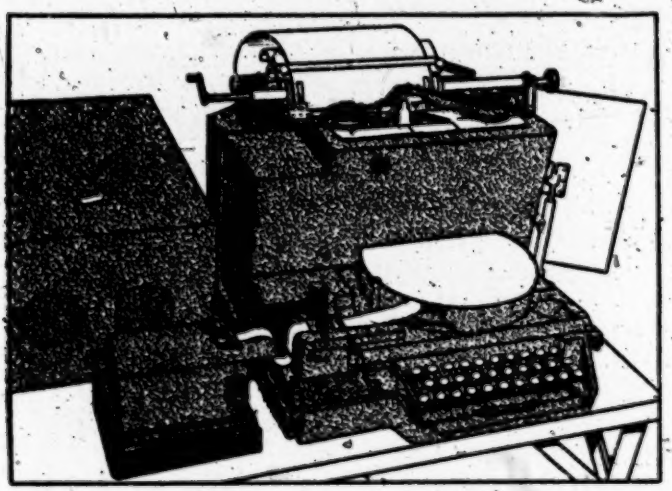
## World's Greatest News Agency

Meanwhile news from over Texas, from the United States at large and from beyond the seas starts arriving on the third floor and is channeled to the telegraph desks in the news room. The bulk of this outside news is received in the quarters of the Associated Press, which we note as we pass to the east end of the third floor room. The Associated Press is the greatest news gathering agency in the world, with more than 40,000 member papers and correspondents in all parts of the globe, on whom, literally, the sun never sets. The News is the only paper in Dallas which carries the full, seven-day a-week service of the Associated Press.

If your tour takes us into the Associated Press room near press time, the sound and clatter of twenty-five electric teletype ma-

chines and telegraph instruments may be confusing to the visitor but never to the efficient AP editors who receive this torrent of news. Thousands of words of world intelligence are pouring in at the rate of sixty words a minute on the teletype machines. Typed out electrically on endless rolls of yellow copy paper, these dispatches are cut off in "takes" and sent to the telegraph editors of The News.

Beside the Associated Press, The News also receives scores of news stories each day from



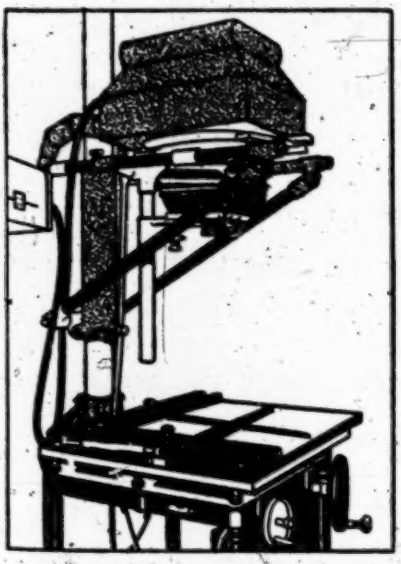
the United Press, the North American Newspaper Alliance and over its own special leased wires from Austin and Washington. More than 200,000 words of news from all over the world reach The News each day. From this great mass the telegraph desk culls and prints the most important or interesting 40,000 to 50,000 words each day.

Re-entering the news room from the Associated Press office we see, on the right, the door into the biographical department. There in long rows of steel, fireproof cabinets are filed more than 180,000 photographs and packages of biographical notes of as many

Dallasites, Texans and prominent citizens of the world at large. To keep this "morgue" constantly up to date, four people give their full time. The telephone PBX, or central switchboard, is also located in the biographical department. There are more than 100 separate telephone connections within the building.

## Pictures Tell the Story

Continuing northward along a passageway on the third floor we visit next the laboratories and studio of the photographic department. Today, with readers more visual minded than ever before, pictures contribute one of the most important parts in the make-up of a newspaper. New developments are being made all the time in photography, and The News has kept in the vanguard of these developments. Three expert photographers, working on assignments from the city editor, bring or send their films and plates to the laboratory where a fourth staff member develops and prints the pictures. An interesting device in the printing room is the auto-focus projector which enables the operator to make any desired size of the finished



print by a simple and instantaneous adjustment of the projector.

Later in this tour, in another part of the building, you will see the Associated Press Wirephoto. This is an electro-chemical mechanism which enables The News to receive and send pictures by wire and radio, to and from all parts of the world. The News was the first newspaper in Texas to contract for this service, and it is today the only newspaper in the state with full, seven-day-a-week Wirephoto service.

Across from the photographers' rooms are The Dallas News offices of the United Press. There equipment similar to that in the Associated Press office is in daily operation. Down the short passageway to the left are the offices of the amusement and arts department of The News, as well as of the rotogravure editor. There are stored thousands of pictures, notably of movie and radio stars, many of the photographs dating back to the earliest days of the two industries.

## Reading the Copy

Returning now through the main news room, our attention is directed to the second stage in the preparation of news for printing. Termed the reading and editing of the copy, this is less spectacular than the gathering of news. Here you will find ten editors, or copyreaders, engaged in the task. Every line written by a reporter or sent in by news agencies and correspondents must be read carefully for spelling, punctuation and grammatical construction.

If necessary, the copyreader will also condense or rewrite portions of the news story

under his gaze in the interest of greater clarity or conciseness. Next, headlines and subheads must be written for each story. Then, and only then, is the completed news story ready for the next step in newspaper publishing. It is carried by the copy boy to the automatic tubes where it is shot in small carriers by compressed air to the composing room in another part of the building.

The reproduction of photographs in the newspaper calls for another step than that in transfering reading matter into type. This is known as photo-engraving, by which the photograph is duplicated on a metal plate. The work is done in a large plant near by, to which all pictures are sent. There glass negatives are first made, from which the image is reprinted on a chemically treated metal. The plate is then given a chemical bath which eats away part of the surface of the metal with the exception of image. The latter consists of an infinite number of small dots which alone pick up the ink in the printing process and thereby give the newspaper reproduction.

## On the Assembly Line

To most visitors the next part of our tour is usually the most interesting. For we now enter the factory, or mechanical department of the building. In many ways this presents an extended assembly line, much as in any other modern factory.

The start of the assembly line is in the composing room on the third floor. Once all type was set by hand, a long and laborious process. If an average edition of The News were set today by hand, as it was only so short a time ago as fifty years, it would require more than

200 compositors to do the job. Today, thanks to the wizardry of typecasting machines—the linotype and the monotype—the same job can be done quicker and at less expenditure of human effort.

But even today, at peak periods, the composing room reveals a scene of great activity. The battery of twenty-five typesetting machines, each manned by a skilled operator seated before what looks like a huge typewriter keyboard, first catches the attention. The sure touch of the operator on his keyboard taps out a series of lines of freshly molded type. He works directly from the pages of typewritten copy which has been forwarded from the news room.

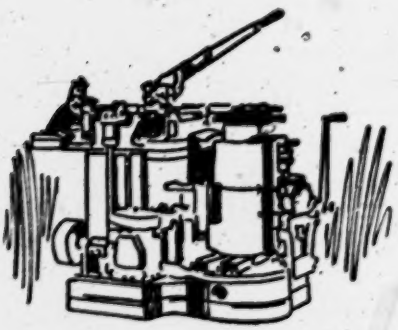
After each news story has been set up in type it must be tested first against possible errors. Proofs are pulled in galley length and sent up with the original copy to the proofroom on the mezzanine floor. There eight proofreaders make the final check before the story is sent to the "make-up" men.

When the final and revised proofs have been okayed by the proofreaders, the actual arrangement of stories and advertisements on each page begins. This assembly, page by page, is carried out on a series of iron tables about waist high, which you will see occupying a large part of the composing room. For each page a heavy iron frame of the exact size and shape of a newspaper page is laid on the table. An editor from the news room stands on one side, with an expert from the composing room on the other. At the editor's direction the make-up man lifts the various stories from the galleys of type in the order desired

and places them by columns within the iron frame.

## Why Stereotype?

It would be possible, of course, to print The News from these flat beds of type. But not on the high-speed cylinder presses which a metropolitan paper must use, as contrasted with the presses of smaller newspapers which operate at a speed of only about 4,000 impressions an hour. Since an ordinary edition of The News runs many times that number of copies, and since such an edition must be completed within three hours, it is obviously impractical to print The News from flat beds of type.



To overcome the handicap of time element, each page is next stereotyped. This is done in the stereotyping department on the third floor where hard metal duplicates, or plates, are reproduced from the beds of type. The process requires, first, a thick slab of paper, resembling a desk blotter and called a matrix, be placed over the form of type. Matrix and type are then run through a pressure machine which subjects both to a pressure of several pounds per square inch. The matrix is now used in a casting box where hot, poured metal fills up all the crevices in the matrix to give a duplicate surface. The mold is curved so that the printing plate is half of a circle when it is cooled and ready

for the press. The presses are so designed that, when castings are attached in page duplication, the cylindrical form is completed. The speed with which the entire stereotyping process is done is startling when you watch the complicated operation. In times of great haste a page of type can be stereotyped in The News within six or seven minutes.

The final step in the assembly line of newspaper printing takes place in the pressroom, two flights below. It is possible only after a plate for each page has been sent down from the stereotyping room by elevators.

## Dispatching Readers' Copies

On our way to the pressroom we make a short detour on the second floor. To the left of the entrance passageway is The News' lunchroom, maintained on a nonprofit basis by the management for the convenience of employees.

To the right is found the mailing room of The News. Remember, this second floor of the mechanical building has the composing and stereotyping rooms above and the pressroom below. We are anticipating somewhat, therefore, a logical sequence in newspaper making, since the mailing room receives the papers only after they have been printed.

The printed sections of the paper are lifted from the presses by an endless chain or vertical conveyor to the mailing room. Here the various sections, running as high as seven or eight on a Sunday issue, are assembled by hand and stacked in large bundles for city and suburban delivery, or folded, wrapped and addressed by machine if they are to go to mail subscribers. A corps of thirty-five

mailing room employees under the direction of a superintendent carry out these essential operations. The mailing room, it should also be kept in mind, is the key point in the dispatching of the entire edition of The News to its readers. Sacks of mail are sent direct from the News Building to departing trains, trucks and interurbans, saving the time involved in sending this matter through the Dallas postoffice.

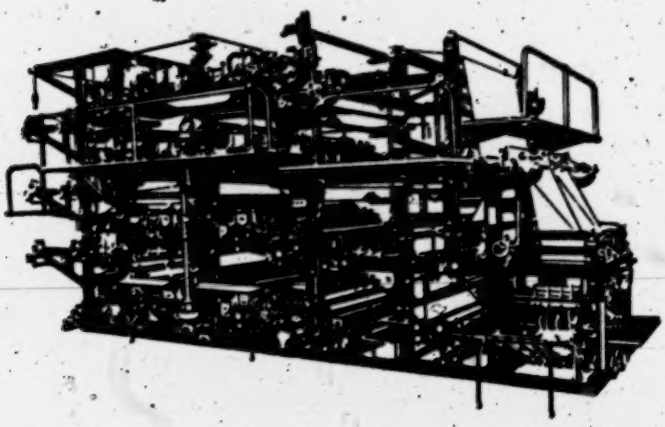
Continuing one flight lower, we enter next the observation gallery of the pressroom. The series of four main presses are now in view. If we arrive just before press time we can see the pressmen receiving the last of the stereotype plates and making last-minute adjustments as these are locked on the cylinders. The presses have all been well oiled and inspected, the long rolls of news print have been threaded through the press.

## Miles of White Paper

The rolls, or "webs" of print paper, are hinged on rollers behind the presses. White paper constitutes one of the great raw materials in newspaper making. These rolls weigh three-quarters of a ton each, and The News uses 12,000 tons of white paper a year, at the rate of a carload a day. One roll of paper will move a continuous sheet four pages wide and five miles long. It takes about 176 miles of such paper to print an average weekday issue; 496 miles of paper for a Sunday issue, not including the rotogravure and the magazine section, This Week, which are printed elsewhere.

Fir and spruce wood pulp are used to make

newsprint, which is now produced thousands of miles from Dallas and Texas. The News' supply originates chiefly in the Pacific Northwest region and is brought by steamer through the Panama Canal to Texas gulf ports, where it is shipped by freight to Dallas. Some day in the not distant future it is expected that East Texas' own pine lands will furnish enough slash pine, out of which a Southern newsprint industry will flourish. As a matter of fact, the first newsprint mill in the South is at the present time (1939) in process of construction at Lufkin, Texas.



Presses in action must be seen to be appreciated as a thrilling spectacle. To newspaper workers and visitors alike the pressroom is the dramatic climax in newspaper making. From the observation gallery you can see the final perfection of the machine in action. The News' presses are driven by motors with the electrical equivalent of the power of 270 horses. In the deafening noise the pressman can hardly be heard by his fellow worker, but each expert is familiar with a sign language that enables each man at his post to co-ordinate the running of this vast, whirling mechanism.

## A City Underground

From the press room we continue downward into basement and subbasements of the power room and various storage rooms, all constituting a veritable underground city. Numerous machines and switchboards controlling power, heating and lighting for the entire building are to be seen here. But our main objective is to inspect the storage of newsprint which is gobbled up in almost steam shovelfuls daily by the insatiable presses. Newsprint is unloaded outside from motor trucks on the sidewalk of Austin street and lowered by elevator to the basement, where it is stored in a space measuring sixty by eighty feet. A traveling crane is used to pick up and deliver these rolls to the press room above. A three-days' supply of newsprint is kept in storage in The News Building at all times.

It is fitting that the last item on our tour should be the latest wonder of the newspaper world—the Associated Press Wirephoto. This equipment is located on the ground floor of the mechanical building and is reached through a separate entrance from the Austin Street side. The Wirephoto room is a station on a nation-wide hook-up of telephone lines. The telephone lines enable the operators and receivers to talk with one another about pictures being transmitted. The same lines carry the magical impulses which transport a picture from one side of the country to another.

The receiving set, as you will note, is a tubelike instrument in which sensitized photographic film revolves on a drum in a lightproof box. This is the same kind of film used for an ordinary photographic negative. But where, in photography, the negative is exposed

all at once, the Wirephoto image is built up more slowly, one fine line at a time, as the focal point moves slowly across the revolving drum. The exposure is controlled by a "light valve" which translates the electrical impulses of the telephone line into the light and shade of the final picture. The process is reversed, of course, for the sending of a picture.

Let us end this tour with the roar of the presses in our ears and with the rhythmic procession of newsprint in our eyes. All the professional skill of writers and artists comes to a focus in the factory processes represented in the sweep of the seemingly endless strip of paper through the presses; and in the swift sliding of bundles of newspapers through chutes in "delivery-truck alley."

Two of the great branches of modern industry are represented here — production and distribution. To make a meritorious, wanted product and to deliver it on time are basic factors in any successful business. News is a perishable product — even more so than fish, butter or eggs; hence *time* is an all-important factor in its processing and delivery.

Think of your newspaper in terms of your daily life. Your breakfast is quite spoiled if your morning paper is not at hand. Hence presses roar and delivery trucks glide swiftly on rigid schedules long before sun-up, so that you may start your day right!

Regardless of rain, wind, sleet, ice, mechanical mishaps and late news flashes, gears must mesh, motors must hum, wheels must roll swiftly—The Dallas Morning News must be on time! And the thousands of physically fit and mentally alert men and boys, the reliable distributors, see to it that this is done.

## Oldest Business Institution

In making this tour it may be of interest to note that you have been visiting the oldest business institution in Texas. Founded in Galveston on April 11, 1842, while Texas was a Republic and established in Dallas on October 1, 1885, The News has almost a century of accumulated experience behind its operations.

Those who wish a fuller understanding of the history of The News and its part in the development of Dallas and Texas are referred to "35,000 DAYS IN TEXAS," a full-length, attractively illustrated book published by the Macmillan Company and on sale at all bookstores.

Visitors to Dallas or persons living in the city are cordially invited to visit The News building where, at stated intervals, conducted tours are made daily.

Title 29, Chapter V
Code of Federal Regulations
Part 516

# Regulations on Records To Be Kept by Employers

Pursuant to Section 11 (c)
of the Fair Labor Standards Act of 1938
(52 Stat. 1060)

AUGUST 1940

See also "Employers' Digest," Sections 14 to 30 inclusive
and Sample Pay-Roll Form

UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

*Part 516*

# Regulations on Records To Be Kept by Employers Pursuant to Section 11 (c) of the Fair Labor Standards Act [1]

## Section 516.1—Records Required.

Every employer subject to any provisions of the Fair Labor Standards Act or any order issued under this act shall make and preserve records containing the following information with respect to each person employed by him, with the exception of those specified in sections 13 (a) (3), 13 (a) (4), 13 (a) (5), 13 (a) (6), 13 (a) (8), 13 (a) (9), and 13 (a) (10) of the act:

(*a*) Name in full.

(*b*) Home address.

(*c*) Date of birth if under 19.[2]

(*d*) Hours worked each workday and each workweek.

(*e*) Regular rate of pay and basis upon which wages are paid.[3]

(*f*) Wages at regular rate of pay for each workweek, excluding extra compensation attributable to the excess of the overtime rate over the regular rate.[3]

(*g*) Extra wages for each workweek attributable to the excess of the overtime rate over the regular rate.[3]

(*h*) Additions to cash wages at cost, or deductions from stipulated wages in the amount deducted or at the cost of the item for which deduction is made, whichever is less.[4]

(*i*) Total wages paid for each workweek.

(*j*) Date of payment.

*Provided, however,* That with respect to employees specified in section 13 (b) of the act, records referred to in paragraphs (*f*) and (*g*) of this section shall not be required; and

*Provided further,* That with respect to employees who are specified in section 13 (a) (2) of the act, and employees who are defined in regulations of the Wage and Hour Division, Part 541 (regulations defining and delimiting the terms "any employee employed in a bona fide executive, administrative, professional, or local retailing capacity, or in the capacity of outside salesman" pursuant to sec. 13 (a) (1) of the Fair Labor Standards Act) employers need make and preserve records containing the following information only:

(*a*) Name in full.

(*b*) Home address.

(*c*) Occupation.

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[1] Issued under the authority contained in sec. 11 (c), 52 Stat. 1060.

[2] As corrected by a notice approved by the Acting Administrator on November 9, 1939, and published in the Federal Register November 10, 1939.

[3] These three items of information are only required when overtime is worked by the employee.

[4] This information is required only where the cash wage actually paid is less than the minimum wage required by the act. The reasonable cost of board, lodging, and other facilities as part of wages, is defined and delimited by regulations of the Wage and Hour Division: Part 531, regulations determining the reasonable cost of board, lodging, and other facilities pursuant to section 3 (m) of the Fair Labor Standards Act. This matter is dealt with further in Interpretative Bulletin No. 3 of the Wage and Hour Division.

*Provided further,*[5] That with respect to employees employed or purported to be employed by an employer in pursuance of the provisions of section 7 (b) (1) or section 7 (b) (2) of the Fair Labor Standards Act, employers shall comply with each of the following additional requirements:

(*a*) Keep and preserve a copy of each collective bargaining agreement which entitles or purports to entitle an employer to employ any of his employees in pursuance of the provisions of section 7 (b) (1) or section 7 (b) (2) of the Fair Labor Standards Act.

(*b*) Report and file with the Administrator at Washington, D. C., within 30 days after such collective bargaining agreement has been made, a copy of each such collective bargaining agreement. Likewise, a copy of each amendment or addition thereto shall be reported and filed with the Administrator at Washington, D. C., within 30 days after such amendment or addition has been agreed upon. If any such collective bargaining agreement, or amendment or addition thereto, was made prior to the 25th day of April, 1939, a copy thereof shall be reported and filed with the Administrator at Washington, D. C., on or before the 26th day of May, 1939. The reporting and filing of any collective bargaining agreement or amendment or addition thereto shall not be construed to mean that such collective bargaining agreement or amendment or addition thereto is a collective bargaining agreement within the meaning of the provisions of section 7 (b) (1) or section 7 (b) (2).

(*c*) Make and preserve a record designating each employee employed pursuant to each such collective bargaining agreement and each amendment and addition thereto.

(*d*) (1) In the case of each such collective bargaining agreement which provides that no employee employed in pursuance of the provisions of section 7 (b) (1) shall work more than 1,000 hours "during any period of 26 consecutive weeks" and specifies a 26-week period, make and preserve a record of the total hours worked during the specified 26-week period by each such employee.

(2) In the case of each such collective bargaining agreement which provides that no employee employed in pursuance of the provisions of section 7 (b) (1) shall work more than 1,000 hours "during any period of 26 consecutive weeks" but does not specify a 26-week period, make and preserve a record of the total hours worked during each of the 26-week periods after each week of operation under the agreement by each such employee.

*Provided further,*[6] That with respect to employees employed in occupations in the performance of which the employee receives tips or gratuities from third persons which are accounted for or turned over by the employee to the employer, additional records containing the following information with respect to each such employee shall be made and preserved by the employer:

(*a*) Total hours worked each workweek in occupations in the performance of which the employee receives tips or gratuities from third persons.

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[5] This provision of section 516.1, approved by the Administrator June 10, 1940, and published in the Federal Register June 18, 1940.

[6] Whether a contract requiring employees to account for tips is legal is a question for the courts to decide. The Wage and Hour Division is not taking a position on this question, but is requiring records that will protect both employer and employee whatever the ultimate judicial decision on the validity of such contract may be.

(*b*) Total hours worked each workweek in any other occupati

(*c*) Wages paid each workweek for hours worked under (*a*) abo

*Provided, however,* That if the employer claims as wages paid t amount of any gratuities or tips voluntarily paid to the employee b third persons and accounted for or turned over by the employee the employer, such amounts must be recorded in a separate colum from that in which any other compensation is recorded.

(*d*) Wages paid each workweek for hours worked under (*b*) above *Provided, however,* That if the employer claims as wages paid th amount of any gratuities or tips voluntarily paid to the employee b third persons and accounted for or turned over by the employee t the employer, such amounts must be recorded in a separate colum from that in which any other compensation is recorded.

*Provided further,*[1] That with respect to any employee, subject to different minimum wage rates of pay one or more of which has been established by a wage order, who is paid an amount less than the highest applicable minimum wage rate for all hours worked in any workweek, employers shall keep and preserve a record for each workweek of the following additional information:

(*a*) The minimum rate of pay required to be paid for each type of goods upon which each such employee has worked.

(*b*) Each type of goods upon which each such employee has worked at a different minimum rate of pay.

(*c*) The hours worked, or fractions thereof, by each such employee each workday and each workweek on each type of goods upon which he has worked at a different minimum rate of pay. Hours worked, or fractions thereof, on each type of goods shall include time from the commencement of work on such type of goods until work is commenced on another type of goods for which such employee must be paid at a different minimum rate of pay.

(*d*) The piece rate, if any, for each operation upon each type of goods upon which each such employee works at a different minimum rate of pay and the number of pieces worked upon at such piece rates.

(*e*) The piecework earnings, if any, on each type of goods upon which each such employee has worked at a different minimum rate of pay.

(*f*) The lot number of each type of goods upon which each such employee has worked.

(*g*) The total wages due the employee at straight time for the hours worked on each type of goods upon which each such employee has worked at a different minimum rate of pay, including the amounts earned in excess of the applicable minimum rates of pay.

Following the completion of the first month of keeping records in accordance with the foregoing provisions, every such employer may elect to keep records on this basis only if, in the event that he thereafter ceases or fails to do so for any workweek and later resumes the keeping of such records, he does so after a lapse of at least 2 months and gives written notice of such resumption to the Wage and Hour Division.

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[1] This provision of section 516.1 approved by the Administrator August 1, 1940, and published in the Federal Register August 2, 1940.

The foregoing provisions shall not be construed to affect in any way the records to be kept, or compensation to be paid employees whose activities cannot be segregated (such as clerical and maintenance employees), and who are, therefore, not subject to different minimum wage rates of pay.

(This section as amended, except as otherwise noted, approved by the Administrator October 13, 1939, and published in the Federal Register October 14, 1939.)

**Section 516.2—Form of Records.**

No particular order or form is prescribed for these records, provided that the information required in section 516.1 is easily obtainable for inspection purposes.

**Section 516.3—Place and Period for Keeping Records.**

(a) Each employer shall keep the records required by section 516.1 at the place or places of employment, or at one or more established central record keeping offices where such records are customarily maintained.

(b) All records required by section 516.1 shall be kept safe and readily accessible for a period of at least four years after the entry of the record. All such records shall be open to inspection and transcription by the Administrator or his duly authorized and designated representative at any time. Where the records required by section 516.1 are maintained at a central record keeping office, other than at the place or places of employment, such records shall be made available at the place or places of employment within 72 hours following notice from the Administrator or his duly authorized and designated representative.

(This section, as amended, approved by the Administrator June 1, 1940, and published in the Federal Register June 4, 1940)

**Section 516.4—Definitions of Terms Used in These Regulations.**

(a) Act.—The Act means the Fair Labor Standards Act of 1938.

(b) Hours worked.—For the purpose of these regulations the term hours worked shall include all time during which an employee is required by his employer to be on duty or to be on the employer's premises or to be at a prescribed workplace.

(c) Workday and workweek.—For the purposes of these regulations, a workday with respect to any employee shall be any 24 consecutive hours, and a workweek with respect to any employee shall be 7 consecutive days, provided that the workday or workweek is not changed for the purpose of evasion of provisions of the act or any regulations prescribed pursuant thereto.

(d) Wage or wages.—For the purposes of these regulations, the term wage or wages means all remuneration for employment of whatsoever nature whether paid on time work, piece work, salary, commission, bonus, or other basis.

(e) Employee.—The term employee is defined by the act (Sec. 3 (e)) to include any individual employed by an employer, and the term employ is defined by the act (Sec. 3 (g)) to include to suffer or permit to work. It shall be the duty of each employer to make and preserve all records required under these regulations with respect to each employee employed by him, whether or not such employees perform their work in an establishment or plant operated by the employer or subject to his immediate supervision. Thus, the required records shall be made and preserved by the employer for industrial home workers or other employees who produce goods for the employer from

material furnished by him or who are compensated for such employment at piece rates, wherever such employees actually perform their work.

(f) Regular rate of pay.—For the purpose of these regulations, the term "regular rate of pay" means:

(i) with respect to an employee paid solely on an hourly basis (i. e., receiving no additional wage whatever) the hourly wage rate at which he is employed.

(ii) with respect to an employee employed on a daily, weekly, semimonthly,[8] or monthly [8] basis for a regular number of hours per week determined by agreement or custom; the average hourly rate [9] obtained by dividing the wages [10] earned for that regular number of hours in the workweek by that regular number of hours; and

(iii) with respect to an employee paid on any other basis than those specified in (i) and (ii) of this paragraph (f), the average hourly rate [9] obtained by dividing the wages [10] earned for the particular workweek by the total number of hours worked during that workweek.

## Section 516.5—Petition for Amendment of Regulations.

Any person wishing a revision of any of the terms of the foregoing regulations on records to be kept by employers (secs. 516.1 through 516.4) may submit in writing to the Administrator a petition setting forth the changes desired and the reasons for proposing them. If upon inspection of the petition the Administrator believes that reasonable cause for amendment of the regulations is set forth, the Administrator will either schedule a hearing with due notice to interested parties, or will make other provisions for affording interested parties an opportunity to present their views, both in support and in opposition to the proposed changes.

(The foregoing sections, except as noted, approved by the Administrator October 21, 1938, and published in the Federal Register October 22, 1938.)

## Section 516.90—Regulations on Records To Be Kept by Employers of Industrial Home Workers, Pursuant to Section 11 (c) of the Fair Labor Standards Act.

Every employer subject to any provisions of the Fair Labor Standards Act or any order issued under this act who directly or indirectly distributes work to be performed by an industrial home worker shall be relieved of the provisions for record-keeping contained in sections 516.1, 516.2, 516.3, and 516.4 (b) of these regulations with respect to such industrial home worker and shall, in lieu of such requirements, make and preserve, records containing the following in-

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[8] With respect to an employee paid on a monthly basis, the wages earned during a workweek are computed by multiplying the monthly wage by 12 and dividing the result by 52. With respect to an employee paid on a semimonthly basis, the wages earned during a workweek are computed by multiplying the semimonthly wage by 24 and dividing the result by 52.

[9] In computing the average hourly rate fractions of less than one-half cent may be disregarded, and fractions over one-half cent should be raised to the next, full cent.

[10] In computing the average hourly rate all wages earned or paid during a particular workweek must be included except:

(a) Bonuses not computed on the basis of measured work performed (e. g., bonuses for punctuality, simple Christmas bonuses, etc.),

(b) Extra compensation attributable to the excess of the overtime rate over the regular rate, and

(c) Additions to the cash wage for board, lodging, or other facilities furnished by the employer.

formation with respect to each such industrial home worker engaged on work distributed directly by such employer or indirectly in his interest:

(*a*) Name in full.
(*b*) Home address.
(*c*) Date of birth if under 19.
(*d*) With respect to each lot of work issued:
  (1) Date and hour on which work is given out to worker, and amount of such work given.
  (2) Date and hour on which work is returned by worker, and amount of such work returned.
  (3) Kind of articles worked on and operations performed.
  (4) Piece rates paid.
  (5) Hours worked on each lot of work returned.
  (6) Wages paid for each lot of work returned.
  (7) Deductions for Social Security taxes.
  (8) Date of payment.
(*e*) With respect to each week:
  (1) Hours worked each week.
  (2) Wages earned each week at regular piece rates.
  (3) Extra pay each week for overtime.
  (4) Total wages earned each week.
  (5) Deductions for Social Security taxes.

(*f*) Name and address of each agent, distributor, or contractor through whom home work is distributed.

In addition to the keeping of the above records, a separate handbook (to be obtained by the employer from the Wage and Hour Division and supplied by him to each worker) shall be kept for each industrial home worker, and the information required therein shall be entered by the employer or the person distributing home work on behalf of such employer each time work is given out to or received from an industrial home worker.

Except for the time necessary for the making of entries by the employer, the handbook must remain in the possession of the industrial home worker until such time as the Wage and Hour Division may request it.

A separate record and a separate handbook must be kept for each individual performing work in or about a home on any lot or amount of home work distributed.

For the purpose of this section, the term "industrial home worker" means any person producing in or about a home, for an employer, goods from material furnished directly by or indirectly for such employer.

This section shall be in force and effect until repealed or modified by the Administrator.

(This section, as amended, approved by the Administrator September 23, 1939, and published in the Federal Register September 26, 1939.)

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PLAINTIFF'S EXHIBIT No. 24.

# INTERPRETATIVE BULLETIN

# NO. 4

# MAXIMUM HOURS

# AND OVERTIME COMPENSATION

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November 1940[1]

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UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

Office of the Administrator

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[1]Originally issued November 1938. Revised December 1939. Paragraphs 28-73 added July 1940. Revised November 1940 to conform to changes in hours provisions effective October 24, 1940.

# INTERPRETATIVE BULLETIN

## NO. 4

## MAXIMUM HOURS AND OVERTIME COMPENSATION

1. Section 7 of the Fair Labor Standards Act deals with maximum hours and overtime compensation. Section 7(a) limits the number of hours that an employer may employ any of his employees who are engaged in interstate commerce or in the production of goods for interstate commerce to 40 hours in any workweek—this limitation was 44 hours up to October 24, 1939, and 42 hours from that date to October 24, 1940—unless the employee receives compensation for his employment in excess of 40 hours at a rate "not less than one and one-half times the regular rate at which he is employed." It is clear that there is no absolute limitation upon the number of hours that an employee may work. If he is paid time and a half for overtime, he may work as many hours a week as he and his employer see fit.

2. Even as to the requirement of overtime payment there are exceptions provided for in Sections 7(b) and 7(c). See Interpretative Bulletin No. 8 on Collective Bargaining Agreements under Sections 7(b)(1) and 7(b)(2); Regulations, Part 526, Applicable to Industries of Seasonal Nature; Interpretative Bulletin No. 14 on the Exemption of Agriculture and the Exemptions for Processing Agricultural Commodities. See also the exemptions provided for in Section 13.

3. The 40-hour standard in Section 7(a) is a limitation upon the number of hours that may be worked in any workweek free of time and one-half overtime compensation. A workweek consists of seven consecutive days. It need not coincide with the calendar week but may begin on any day and at any time of any day. The beginning of the workweek may be changed if the change is intended to be permanent and not to evade the overtime requirements of the Act.

4. There is no general limitation on the number of hours that may be worked in any one workday, or on a Sunday, or on a holiday. Nor does the Act require that time and one-half overtime compensation be paid for work in excess of 8 hours or any other number of hours in a day or that time and a half be paid for work on a Sunday or on a holiday. If no more than 40 hours in the aggregate are actually worked in the workweek, overtime need not be paid. Nothing in the Act, however, will relieve an employer of any obligation he may have assumed by contract or of any obligation imposed by State or federal law to pay time and one-half or any other overtime rate for work in excess of 8 hours a day or for work on a Sunday or on a holiday.

5. The Act takes a single workweek as its standard and permits no averaging of hours over two or more weeks. Thus, where an employee works 30 hours one week and 50 hours the next, he must receive time and one-half overtime compensation for the 10 hours over 40 worked the second week, even though the average number of hours worked in the two weeks is 40. Time lost for any reason (such as holidays, sickness, vacations) during one workweek cannot be made up the next or any following workweek unless the employee receives time and one-half overtime compensation for hours in excess of 40 in the succeeding week.

6. Overtime must be compensated at a rate not less than one and one-half times the regular rate of pay at which the employee is actually employed. The regular rate of pay at which the employee is actually employed is not the minimum wage rate set in the Act, but is the employee's regular hourly rate of pay. The regular hourly rate of pay (except as to workers specially provided for in Section 14) may not be less than the statutory minimum of 30 cents an hour or less than the minimum wage rate fixed in an applicable wage order issued by the Administrator pursuant to Section 8. But if the regular hourly rate of pay exceeds the applicable minimum wage rate, time and a half must be paid on such higher rate.

7. The regularly hourly rate of pay is arrived at, in various cases, as follows:

(1) the piecework earning (including production bonuses, if any,) averaged over the hours worked each workweek, or

(2) the agreed hourly rate (average hourly rate for the workweek where there are production bonuses), or

(3) the weekly wage (including production bonuses, if any,) averaged over the regular number of hours worked per week, or

(4) the weekly wage (including production bonuses, if any,) averaged over the total hours worked each workweek where there is no regular number of hours.

A few examples may be helpful.

Pieceworkers

8. Where an employee is employed on a piecework basis, his regular hourly rate of pay is computed by dividing the total weekly piecework earnings (including production bonuses, if any) by the number of hours worked in the week. For his overtime work the pieceworker is entitled to be paid a sum, in addition to his weekly piecework earnings, equivalent to one-half the regular hourly rate of pay multiplied by the number of hours worked in excess of 40 in the week. Thus if the total piecework earnings in any workweek of 46 hours are $23, the regular hourly rate of pay is 50 cents. For the 6 hours of overtime, the employee is entitled to $1.50 (6 hours x 25¢) additional compensation; for the week's work he is entitled to a total of $24.50. In other words,

since the regular hourly rate of pay is 50 cents an hour, the employee is entitled to be paid an amount equal to 50 cents an hour for 40 hours and 75 cents an hour for the excess 6 hours or a total of $24.50.

Hourly Rate Employees

9. If the employee is employed on an hourly rate basis he must be paid for his overtime work a sum, in addition to his straight time earnings, equivalent to one-half the hourly rate multiplied by the number of hours worked in excess of 40 in the week. Thus a 50-cent hourly rate will bring for an employee who works 46 hours a total weekly wage of $24.50 ([46 hours x 50 cents] + [6 hours x 25 cents]). In other words, the employee is entitled to be paid an amount equal to 50 cents an hour for 40 hours and 75 cents an hour for 6 hours of overtime, or a total of $24.50. If, in addition to the earnings at the hourly rate, a production bonus of $4.60 is paid, the regular hourly rate of pay is 60 cents an hour. The employee is then entitled to be paid a total wage of $29.40 for 46 hours ([46 hours x 60 cents] + [6 hours x 30 cents]) or ([40 hours x 60 cents] + [6 hours x 90 cents]).

Salaried Employees—General

10. If the employee is on a weekly salary basis, his regular hourly rate of pay, on which time and a half must be paid, is computed by dividing the salary by the regular number of hours worked or if no regular number of hours is worked, by the total number of hours worked each week. If the employee works a regular number of hours, the regular hourly rate of pay will be a fixed rate, remaining unchanged from week to week. But if the employee works a fluctuating and not a regular number of hours, his regular hourly rate of pay will be the average hourly rate for the week and will vary from week to week. If the employee is on a monthly salary basis, the monthly salary is subject to translation into its equivalent weekly wage by multiplying by 12 (the

number of months) and dividing by 52 (the number of weeks). A semi-monthly salary will be translated into its equivalent weekly wage by multiplying by 24 and dividing by 52. Once the weekly wage is arrived at the regular hourly rate of pay will be calculated as indicated above.

Salaried Employees—Regular Number of Hours

11. Thus if an employee back in October 1938, received $23 for a 46 hour week, his regular hourly rate of pay was 50 cents. On October 24, 1938, he became entitled to $23.50 for that same 46 hour week ([46 hours x 50 cents] + [2 hours x 25 cents]) or ([44 hours x 50 cents] + [2 hours x 75 cents]). On October 24, 1939, he became entitled to $24 for the same 46 hour week ([46 hours x 50 cents] + [4 hours x 25 cents]) or ([42 hours x 50 cents] + [4 hours x 75 cents]). On October 24, 1940, he became entitled to $24.50 for the same 46 hour week ([46 hours x 50 cents] + [6 hours x 25 cents]) or ([40 hours & 50 cents] + [6 hours x 75 cents]).

Salaried Employees—Irregular or Fluctuating Number of Hours

12. If an employee earns $23 per week but works a fluctuating number of hours, his regular rate of pay will be the average hourly rate each week. Suppose that during the course of four weeks the employee works 40, 46, 50 and 41 hours. His regular hourly rate of pay each week is approximately 57.5 cents, 50 cents, 46 cents and 56.1 cents respectively. For the first week the employee is entitled to be paid $23; for the second week $24.50 ($23 + [6 hours x 25 cents]) or ([40 hours x 50 cents] + [6 hours x 75 cents]); for the third week $25.30 ($23 + [10 hours x 23 cents]) or ([40 hours x 46 cents] + [10 hours x 69 cents]); for the fourth week approximately $23.28 ($23 + [1 hour x 28 cents]) or ([40 hours x 56.1 cents] + [1 hour x 84 cents]).

Extra Compensation For Overtime Not Included in Determining Regular Rate of Pay

13. Extra compensation paid for overtime work need not be included in determining the employee's regular hourly rate of pay. Thus, if an employee earns $19.50 for a regular 39-hour workweek and time and a half or 75 cents is paid for all hours in excess of 39, the regular hourly rate of pay is still 50 cents an hour and, if the employee worked 46 hours one week he would be entitled to $24.75 ([39 hours x 50 cents] + [7 hours x 75 cents]) or ([46 hours x 50 cents] + [7 overtime hours x 25 cents]). The same principle applies to a piecework or hourly rate employee where time and a half is given for overtime work.

Employees Paid at Two Rates of Pay in Single Workweek

14. If an employee, during a single workweek, is paid at two different rates of pay, his regular rate of pay, on which time and one-half must be paid, is the average hourly rate for the week, computed by dividing the weekly earnings at both rates by the total number of hours worked in the week. For his overtime work the employee is entitled to a sum, in addition to such earnings, equivalent to one half the hourly rate of pay, arrived at as indicated, multiplied by the number of hours worked in excess of 40. Thus, suppose an employee works 30 hours a week at an occupation paying 40 cents an hour and 20 hours in the same week at an occupation paying 50 cents an hour. The employee's hourly rate of pay is 44 cents an hour—$22.00 [(30 hours x 40 cents) + (20 hours x 50 cents)] ÷ 50 hours) and he is entitled to be paid a total wage of $24.20 ([30 hours x 40 cents] + [20 hours x 50 cents] + [10 overtime hours x 22 cents]). In other words, the employee is entitled to be paid an amount equivalent to 44 cents an hour for 40 hours and 66 cents an hour for 10 hours. The regular hourly rate of pay will be computed in the same way where a pieceworker is employed at two different piece rates during the week or in any other

case where an employee works at two different rates during a week.

Effect of Reduction of Hours on Total Compensation

15. The question is often asked whether the Act requires an employer who cuts hours to 40 to increase the hourly rate of his employees so that they will earn the same total amount they earned when they worked the greater number of hours. Thus, suppose an employer prior to October 24, 1940 paid his employees 50 cents an hour for the 42-hour week customarily worked by his employees. On October 24, 1940, the employer reduced the hours to 40 and continued to pay at the 50-cent rate. This is not a violation of the statute. Congress intended to make it economically disadvantageous for an employer to work his employees excessive hours. If an employer eliminates the excessive hours, he is under no statutory obligation to increase his total wage bill by increasing the hourly rate. This opinion, however, is based solely upon an interpretation of the requirements of the Act. Whether in a particular case, a contract between the employer and his employees requires the employer to continue to pay the former weekly wage ($21 in the case supposed) in spite of the reduction of hours to 40, or requires the employer to continue to work his employees 42 hours, paying time and a half for 2 hours, is a question of general contract law about which it is not the function of the Division to express any opinion. Nothing in the Act itself, however, will relieve an employer of any obligation he may have assumed by contract. Whether the employer will, in the absence of a contract, maintain the former salary in spite of the reduction in hours is a matter which is left for determination to the interested parties.

Bookkeeping Manipulations of Rates of Pay. Violations of Section 7

16. Many questions have also been raised concerning the legality of various methods by which employers have resorted to adjustments or manipulations of the rates of pay to avoid the effect of the overtime require-

ments of the Act. These questions are discussed in an Opinion of the Office of the General Counsel, published October 19, 1939, which demonstrates the illegal nature of these methods.* This Opinion is printed in full in the next paragraph.

17. "On October 24 (1939)** the Fair Labor Standards Act will require that every employee subject to its provisions receive time and a half overtime compensation for all hours worked in excess of 42 hours in any workweek. Anticipating the 42-hour week, many employers have written to the Division setting forth a variety of methods by means of which they hope to work their employees the same number of hours presently worked (in excess of 42) without paying them any more than they are now paid. This opinion deals with the legality of these various plans to avoid the effect of the 42-hour week. The opinion is equally applicable, however, to any plans now being used to avoid the effect of the 44-hour week. (It also applies to any plans utilized subsequent to October 24, 1940 to avoid the effect of the 40-hour week.)**

18. "Section 7 of the Act requires that overtime must be paid at the rate of time and one-half the 'regular rate' of pay at which the employee is employed. Time and a half must, therefore, be paid upon the rate at which the employee is actually employed and paid and not upon a fictitious rate which the employer adopts solely for bookkeeping purposes. An examination of the methods suggested by employers as a means of continuing to work overtime hours without any increased wage bill will demonstrate the illegality of adopting a bookkeeping rate for purposes of the Wage and Hour Law and a different rate for any other purpose. Resorting to these methods will constitute a violation of Section 7 and will subject the employer to the penalties prescribed in the Act.

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*Press Release R-458

**Italics supplied in revision of November 1940.

"I. Salaried Employees

19. "It is clear that an employer will violate the Act if he simply pays no attention to its requirements next October 24 but continues to work his employees the same number of hours (in excess of 42) they now work for the same salary they now receive. In our opinion an employer who will continue to work his employees in excess of 42 hours after October 24 for the same salary they now receive but who takes the trouble to manipulate the rates of pay in order to adopt a rate upon which he may calculate the time and a half, without incurring any additional labor cost, stands in no better position than the employer who simply and frankly disregards the overtime requirements of the Act.

20. "Employers have proposed two principal methods of avoiding overtime payment to salaried employees. The employer, by one plan, will announce that henceforth the employee is employed either at the rate of 30 cents an hour or at an hourly rate in excess of the minimum. But each week the employer will pay the employee a 'bonus' to make up the fixed salary. Obviously, the employee will not actually be paid at the rate adopted by the employer for overtime calculation. His regular rate of pay for overtime purposes must be based on the total weekly earnings including the bonus.

21. "The employer eliminates the 'bonus' feature in the second method. If the employee works an irregular number of hours the employer proposes to adopt a different rate each week upon which to compute overtime. Each week the employee's earnings, on the basis of the adopted rate for 42 hours and time and a half such rate for the excess hours will equal or approximately equal the fixed salary. Thus, for example, if an employee, during the course of a month, works 43, 46, 52, and 48 hours respectively, the employer, to continue paying him $21 weekly, will adopt 48 cents, 44 cents, 37 cents and 41 cents as the respective rates of pay. Obviously, these rates are pure bookkeeping figures and the regular rate of pay on which overtime must be paid will be deter-

mined by dividing the $21 weekly salary by the hours worked each week.

22. "If the employee works a regular number of hours, the employer proposes to adopt a rate, which for 42 hours and at time and a half such rate for the hours in excess of 42, will yield the present earnings. The fact that the computations on the adopted rate will produce a figure equal to the employee's present total compensation cannot obscure the real situation. This employer will be in no better position than the employer who proposes to adopt the minimum wage as the overtime rate with a 'bonus' scheme, or to juggle the rates from week to week. This employer seeks to adopt one rate for overtime purposes, but will expressly or impliedly guarantee his employees another—based upon the weekly salary. The regular rate of pay on which overtime must be based will be determined by dividing the weekly salary by the regular number of hours worked.

"I. Hourly Rate Employees

23. "The employer will announce that he is 'reducing' the hourly rate of all his employees to 30 cents an hour for the first 42 hours and 45 cents for the hours in excess of 42. However, he will guarantee to each employee a weekly amount not less than the amount presently paid. Obviously, the adopted rate of 30 cents is a fictitious bookkeeping entry, which does not change the employees' regular rate of pay.

24. "The case is no different where the rate adopted will not be the minimum but will be a rate which, with time and a half for overtime, will yield approximately the same weekly earnings for the regular number of hours worked. Employees will not generally consent or acquiesce when the employer purports to reduce the rates unless they are assured they will not lose any pay but will continue to receive their present earnings. When the employees are given this assurance, expressly or impliedly, they are receiving an express or implied

guarantee of their present earnings and their true rate of pay remains unchanged. In the absence of an express or implied guarantee the question will be whether the employer has actually reduced the regular rate of pay. Will the employee be paid at the adopted rate or at his present rate when he does not work the full number of hours? If he is paid at his present rate, in such case, then the adopted rate is not his regular rate of pay but only a rate upon which the employer computes overtime on his books. It cannot, therefore, be the regular rate of pay upon which time and a half must be based.

"III. Pieceworkers

25. "An employee is now employed on a piece-rate basis. The employer will announce that henceforth the employee will be employed at an hourly rate of 30 cents an hour for 42 hours and 45 cents an hour for all hours in excess of 42, although the employee will continue to receive his full piece-work earnings at the present piece-rates. Obviously, 30 cents is not the regular rate of pay; it is not the rate at which the employee is actually paid. The case is no different if the employer adopts a rate in excess of the minimum. So long as the employer continues actually to pay at the piece rates now in effect, the regular rate of pay will be determined by dividing the piecework earnings by the hours worked each week, and the employee will be entitled to time and one-half that rate for hours worked in excess of 42.

"IV. Section 18*

26. "Much has been heard about Section 18 in connection with the plans just set out. But Section 18 does

* "'No provision of this act shall justify any employer in reducing a wage paid by him which is in excess of the applicable minimum wage under this Act, or justify any employer in increasing hours of employment maintained by him which are shorter than the maximum hours applicable under this Act.'"

not enter into the picture, except to reinforce the opinions just expressed as to what Congress intended by the words 'regular rate' of pay in Section 7. It may be helpful, however, to discuss briefly some of the situations to which Section 18 is meant to apply.

27. "By enacting Section 18, Congress primarily intended to discourage the possible tendency that the minimum wage fixed in the Act will become the maximum wage paid by employers. Thus, an employer who cuts the wages of his employees earning in excess of the minimum to avoid an increase in total labor cost due to the fact that he must raise the wages of many of his employees to 30 cents an hour will violate Section 18. Section 18 was also intended to expressly allay the fears of labor that employers who are bound by contract to maintain higher wage and hour standards than those fixed in the Act, would use the Act as an excuse not to perform their contracts. Where the employer is under contract, the employees have no need to rely upon Section 18. Nothing in the Act relieves an employer from any obligation he may have assumed by contract to maintain standards higher than those fixed in the Act. Section 18 removes every possible doubt on this score. The employees may proceed to enforce their contract rights.

## Some Special Problems

### The Maintenance of a Constant Wage from Pay Period to Pay Period Under the Fair Labor Standards Act

28. Two principal ways have been proposed by employers by which they might continue to pay their employees a constant wage or salary from pay period to pay period even though overtime is worked in some week or weeks. The first has been termed the "time off" plan and the second the "prepayment" plan.

29. Before explaining the operations of the "time off" and "prepayment" plan certain basic requirements

of the Act will be outlined which are material in determining the legality of any proposed plan. It must be remembered that the Fair Labor Standards Act takes a single workweek as its standard and permits no averaging of hours over two or more weeks. For the purposes of the Act each week stands alone. Time and a half overtime compensation must be paid the employee for all hours which he works in excess of 40 hours in a single workweek. The pay period need not, however, coincide with the workweek. Thus, there is no objection if the pay period is bi-weekly, semi-monthly or monthly. But the amount of compensation due the employee at each pay period must be computed on the basis of a single workweek. It must also be remembered that overtime compensation due an employee must be paid in cash and normally at the time of the regular pay period, that is, when the employee customarily receives his straight time compensation. It may not be accumulated to be paid at any time subsequent thereto.

The "Time Off" Plan

30. To comply with the Act and to continue to pay a fixed wage or salary each pay period even though the employee works overtime in some weeks or weeks within the pay period, the employer lays off the employee a sufficient number of hours during some other week or weeks of the pay period to offset the amount of overtime worked so that the desired wage or salary for the pay period covers the total amount of compensation, including overtime compensation, due the employee under the Act for each workweek taken separately. The employer does not pay for overtime work in time off, nor does he average hours over a period longer than a week. Control of earnings by control of the number of hours an employee is permitted to work, not payment for overtime in "time off" is the essential principle of the "time off" plan.

Let us trace the operation of the "time off" plan in specific cases.

Case I: Hourly Rate Employees

31. Let us assume that the employee earns 50 cents an hour and is paid bi-weekly. The employer wishes him to earn $40 for each pay period and therefore controls his hours in the following manner:

| 1st pay period | | 2nd pay period | | 3rd pay period | |
|---|---|---|---|---|---|
| 1st week | 2nd week | 3rd week | 4th week | 5th week | 6th week |
| 44 | 34 | 37 | 42 | 37 | 44 |

32. For the first workweek the employee is entitled to $23 ([40 x 50¢] + [4 x 75¢]). So that the payment of $40 at the pay period will satisfy the requirements of the Act the employer permits the employee to work only 34 hours during the second week of the pay period. The employee thus becomes entitled to only $17 (34 x 50¢) during the second week and the payment of $40 ($23 + $17) at the pay period satisfies the requirements of the Act. It will be noted that in the second pay period fewer hours are worked during the first week and overtime is worked during the second week. The employer works the employee fewer hours during the first week because he anticipates that the employee will work overtime during the second week. The employee is thus entitled to only $18.50 for the third week (37 hours x 50¢) and to $21.50 for the fourth week ([40 x 50¢] + [2 x 75¢]) and the payment of $40 ($18.50 + $21.50) at the pay period satisfies the requirement of the Act. Where overtime is expected to be worked during the later week or weeks of the pay period, however, the employer is confronted with the problem of anticipating the amount of overtime that will be worked in such week or weeks in order to keep the hours down during the early week or weeks so that the payment of the desired amount—$40 in this case—at the pay period is sufficient to satisfy the requirements of the Act. Of course, if the employer miscalculates and the payment of $40 is insufficient to meet the requirements of the Act at the pay period, he will be required to make up the difference in cash. This is illustrated in the third pay period

when the employer expecting that the employee would work 42 hours during the sixth workweek, worked the employee only 37 hours during the fifth workweek. The estimate was incorrect and the employee worked 44 hours during the sixth workweek thus becoming entitled to $41.50 for that pay period. The employee must be paid the $41.50 at the pay period; the $1.50 may not be credited to the employee and carried over beyond the pay period to be paid the employee at some subsequent time when he is given time off without pay.

Case II: Salaried Employees

33. It will be noted that in the case of the hourly rate employees the payment of the desired, fixed amount —$40—at the pay period was sufficient to meet the requirements of the Act even though overtime was worked in one week of the pay period because there could be no doubt that in the shorter weeks when 34, 37 and 37 hours were worked the employee was entitled to only $17.00, $18.50 and $18.50, respectively. Thus the employee received $23.00, $21.50 and $23.00, the requisite amount of compensation, including overtime compensation, for the weeks in which he worked 44, 42 and 44 hours, respectively. It is important to bear this fact in mind in determining the applicability of the "time off" plan to salaried employees.

34. Let us take a concrete example of the application of the "time off" plan to a salaried employee who earns $40.00, paid bi-weekly and works a regular workweek of 40 hours.

| 1st Pay Period | | 2nd Pay Period | | 3rd Pay Period | |
|---|---|---|---|---|---|
| 1st week | 2nd week | 3rd week | 4th week | 5th week | 6th week |
| 40 hours | 40 hours | 44 hours | 34 hours | 40 hours | 40 hours |

35. The regular rate of pay of such employee is 50 cents an hour ($20 [40 ÷ 2] ÷ 40 hours).

36. In the third workweek of the second pay period the employee works 44 hours and is entitled to $23 ([40

hours x 50¢] + [4 hours x 75¢]). In the fourth workweek the employee works 34 hours, or six hours less than the regular number, and is entitled to only $17 (34 hours x 50¢). At the end of the second pay period the employee is entitled to receive his fixed bi-weekly salary—$40 ($23 + $27).

37. The same result would follow if 34 hours were worked during the 3rd workweek and 44 hours during the fourth.

38. The payment of the fixed salary at the pay period in the above case is sufficient to meet the requirements of the Act only if it is assumed that the employer may properly deduct from the employee's bi-weekly salary when the employee works less than the regular number of hours in a particular week in the pay period and that, therefore, the employee is entitled to only $17 during the fourth workweek. The salaried employee thus described is very much like an hourly rate employee. An employer who is required by contract or agreement with the employee to continue to pay the fixed salary even though the employee has worked less than the regular number of hours in some week or weeks in the pay period and therefore to credit the employee with $20 for the fourth week even though only 34 hours were worked in that week, will not satisfy the requirements of the Act unless he pays the employee $43 ($23 for the third week and $20 for the fourth week) at the end of the second pay period. It cannot be maintained in such case that the payment of the fixed salary—$40—at the pay period included the requisite amount of overtime compensation due the employee for the week during which he worked overtime. The employee is entitled to receive and would have received the fixed salary even if he had not worked overtime during the third week but had nevertheless worked less than 40 hours during the fourth week. Extra compensation must be paid an employee who works overtime. The contract or agreement to pay the fixed salary even when less than 40 hours is worked one week within

the pay period may be expressed or implied. It may be implied from the fact that an employee is a salaried employee, who, when no question of overtime is involved, customarily receives his full fixed salary even though less than the regular number of hours is worked in some week within the pay period. Likewise if the employee's salary is not normally decreased when he is off on a holiday, vacation, sick leave or other miscellaneous periods of leave during one week, such time off may not be used to balance overtime worked another week within the pay period. In other words, the hours which the employer lays off the employee in one week of the pay period, to balance overtime worked in another week of the same pay period must be hours off for which the employee is not entitled to nor customarily receives compensation.

39. For this reason a "time off" plan cannot be applied to salaried employees working an irregular or fluctuating number of hours. It is the nature of such an employee's employment that he will continue to receive and he customarily does receive his fixed basic salary regardless of the number of hours he may work in a particular week or pay period. His salary is not docked when he happens to work fewer hours some week or pay period. The regular rate of pay at which such employee is actually employed and upon which time and a half consequently must be paid, is the average hourly rate for the week and varies from week to week. The employee is entitled for his overtime work each week to a sum, in addition to the basic salary, equal to one-half the regular rate of pay multiplied by the number of hours which he works in excess of 40 in the week. See Paragraph 12 of the Bulletin.

40. Some employers who have worked their salaried employees an irregular or fluctuating number of hours have attempted to change the nature of their employment to an hourly rate basis and then use a "time off" plan. Whether the "time off" plan becomes applicable will depend upon whether, after the attempted change,

the employees really are hourly rate employees or whether they continue to be salaried employees. Some criteria in making this determination may be suggested. Do the former salaried employees understand that they have become hourly rate employees and will be paid, as hourly rate employees normally are paid, only for the actual number of hours they work at the hourly rate? Are the employees actually paid at the hourly rate or is some salary arrangement superimposed upon the hourly rate? Furthermore, if the determination is made that the salaried employees have been converted into hourly rate employees, the Administrator in carrying out his duties of enforcement under the Act will sanction the procedure only if the hourly rate is representative of the rate at which the salaried employees may be said to have been employed while on a salary basis. An average hourly rate based upon the salaried employee's earnings and hours worked over a representative period of time (including both busy and slow seasons) will be considered to be representative of the rate at which the employees have been employed.

41. One further point needs to be brought out with respect to the application of the "time off" plan. The above examples of its operation take a bi-weekly pay period. The plan will also apply if the pay period is semi-monthly or monthly. But it will not apply to employees paid weekly because the overtime compensation due an employee may not be accumulated beyond the pay period but must be paid at the time of the regular pay period. Thus an employee who is paid his regular wages or salary weekly must also receive the overtime compensation due him weekly. The overtime compensation may not be accumulated to be paid him during subsequent weeks when he is given time off without pay. The "time off" plan is thus limited to employees who are paid bi-weekly, semi-monthly, or monthly. A "prepayment" plan, however, is not so limited and, as will be indicated below, may be applied to employees paid weekly.

The Semi-Monthly Pay Period

42. When the employee is paid semi-monthly, questions have been asked concerning the method of handling the "split workweek"—the workweek which begins before and extends beyond the date of the pay period.

43. Since it is impossible in such case to ascertain at the pay period whether any overtime will be worked during the "split workweek," the employer may pay the requisite additional compensation for the number of overtime hours worked during such workweek at the next succeeding period. At each pay period the employer will meet the requirements of the Act if he pays an amount in addition to the straight time wage or salary equal to one-half the regular rate of pay for the number of overtime hours worked in each of the completed workweeks in the period. In other words, overtime compensation earned in a particular workweek must be paid at the regular pay period in which such workweek ends. Payment for a workweek, however, may not be postponed beyond the pay period in which it ends.

44. The same principle governs the application of the "time off" plan to an employee who is paid semi-monthly. The employer may lay off the employee a sufficient number of hours during the other week or weeks which end in the pay period next succeeding the pay period which splits a workweek to offset the amount of overtime worked during the split workweek. In this way the payment of the desired wage or salary at the next succeeding pay period may cover the total amount of compensation, including overtime compensation, due the employee for each workweek, including the "split workweek," which ended in the period. The same principle applies where the pay period is monthly.

45. One further aspect of the operation of the plan needs to be clarified. The examples of the operation of the "time off" plan given herein revolve about 40 hours as the standard number of hours. The plan may, of course, revolve about a standard number of hours more

or less than 40. It may be helpful to give specific examples of the operation of the "time off" plan in such cases.

46. Suppose the employee earns a salary of $49, is paid bi-weekly and works a regular workweek of 46 hours. Let us assume that such employee prior to the Act earned $46 bi-weekly and worked a regular workweek of 46 hours. His regular rate of pay is 50 cents an hour ($23 [$46 ÷ 2] ÷ 46 hours). On October 24, 1938, he continued to work a regular workweek of 46 hours and was paid $47 therefor ([44 hours x 50¢) + (2 hours x 75¢)] x 2). After October 24, 1939, he continued to work a regular workweek of 46 hours and was paid $48 therefor ([(42 hours x 50 cents) + (4 hours x 75 cents)] x 2). Since October 24, 1940, he has continued to work a regular workweek of 46 hours and is paid $49 therefor ([(40 hours x 50 cents) + (6 hours x 75¢)] x 2).

47. During one week of the pay period the employee works 48 hours. To meet the requirements of the Act by the payment of the fixed salary, $49 at the pay period, the employer must work the employee only 44 hours, or two hours less than the regular number, the other week of the pay period—([(40 hours x 50 cents) + (8 hours x 75 cents)] = $26.00, the requisite payment for the overtime week) + [(40 hours x 50 cents) + (4 hours x 75 cents) = $23.00 requisite payment for the other week] = $49.00, the bi-weekly salary).

48. Suppose the employee earns a salary of $39.00, is paid bi-weekly and works a regular workweek of 39 hours. The regular rate of pay of such employee is 50 cents an hour ($19.50 [$39 ÷ 2] ÷ 39 hours).

49. During one week of the pay period the employee works 43 hours. If the employer customarily pays time and a half for all hours in excess of 39 he must work the employee only 33 hours, or 6 hours less than the regular number, the other week of the pay period in order to meet the requirements of the Act by the payment of

the fixed salary at the pay period. ([(39 hours x 50 cents) + (4 hours x 75 cents) — $22.50 requisite payment for the overtime week] + [(33 hours x 50 cents) — $16.50, requisite payment for the other week] — $39, the bi-weekly salary). If payment at straight time is customary for the hours in excess of 39 the employer must work the employee only 33½ hours, or 5½ hours less than the regular number, the other week of the pay period in order to meet the requirements of the Act by the payment of the fixed salary at the pay period. ([(40 hours x 50 cents) + (3 hours x 75 cents) = $22.25, requisite payment for the overtime week] + [(33½ hours x 50 cents) — $16.75, requisite payment for the other week] — $39, the bi-weekly salary).

50. It will be noted that in the cases outlined above, the number of hours for which the employee is laid off in one week to balance overtime worked in another week of the pay period must be hours off the regular number of hours worked or the number of hours' payment for which will yield the desired fixed wage or salary and not off the standard number of hours fixed in the Act.

The Formula That May Be Followed

51. Where the regular number of hours worked is 40, the formula which employers have used to comply with the Act by paying the fixed salary at the pay period is to lay off the employee one and one-half hours in one week for each hour worked in excess of 40 in the other. However, this formula does not work out where the regular number of hours is more or less than 40 hours. Thus, in the case given above where the regular number of hours worked is 46, it is clear that the fixed salary already includes payment at time and a half for 6 overtime hours. These 6 hours may, therefore, be used to balance on a one-to-one basis 6 hours worked in excess of 46, which also must be paid for at time and a half. Thus in the example given, 2 hours in excess of 46 were worked in one week of the pay period; these are

balanced by working the employee 2 hours less than 46 in the other week of the pay period. If the employee had worked 50 hours during one week, the fixed salary would be sufficient payment if 42 hours were worked the other week. But if 54 hours were worked one week, 6 of the hours in excess of the regular number could be offset by 6 hours off the regular number, 46, because they are all paid for at time and a half. The other 2 hours in excess of 46 however must also be paid for at time and a half and can be offset only by three additional straight time hours off 46 (one and one-half for one). Thus a total of 9 hours less than 46 or 37 hours must be worked in one week of the pay period when 54 hours are worked the other so that payment of the fixed salary at the pay period will satisfy the requirements of the Act. ([(40 hours x 50 cents) + (14 hours x 75 cents) — $30.50, requisite payment for the overtime work] + [(37 hours x 50 cents) — $18.50, requisite payment for the other week] — $49, the bi-weekly salary).

52. In the case given above where the regular number of hours is 39 and the employer customarily paid time and a half for all hours worked in excess of 39, one hour in excess of 39 in one week may be offset only by one and one-half hours off 39 in another week. If the employer customarily pays straight time for the hours in excess of 39, then one hour in excess of 39 in one week may be offset by 1 straight time hour off 39 in another week, but every additional hour (i.e., in excess of 40) may be offset only by one and one-half additional hours off 39 in the other week.

## The "Prepayment" Plan

53. Though overtime compensation due an employee must normally be paid at the time of the employee's regular pay period, there is no objection if the employer pays overtime compensation to become due to an employee in advance. This is the basic principle of the "prepayment" plan. Thus some employers in an attempt to keep

the wage or salary constant from pay period to pay period, have resorted to paying their employees a sum in excess of what they e. rn or are entitled to in a particular week or weeks, wh. ch sum is considered to be a prepayment or advance payment of compensation for overtime to be subsequently worked. The operation of a prepayment plan may best be illustrated by specific examples.

A. Case I. Hourly Rate Employees

54. Let us take the example of an employee who is paid 50 cents an hour and works the following schedule:

| Weeks | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Hours Worked | 35 | 36 | 44 | 40 | 42 | 38 | 46 | 36 |

55. The employer and the employee agree that in any week in which the employee works less than 40 hours, the employer will advance to the employee the difference between the amount equal to his regular rate of pay for 40 hours and the amount he would have received if he had been paid only for the number of hours he worked.

56. Thus in the first week the employee will be paid $20.00 although he was entitled to only $17.50. The employer wil' credit himself with $2.50. For the second week the employee will be paid $20.00 although he was entitled to only $18.00 and the employer will credit himself with $2.00. For the third week the employee will be paid $20.00 although he was entitled to $23.00 ([40 hours x 50 cents] + [4 hours x 75 cents]). In this way the employee will work off $3.00 of the amount previously credited to the employer. The employee will now carry a credit of $1.50. For the fourth week the employee will be paid $20.00, to which he was entitled. For the fifth week the employee will be paid $20.00 although he was entitled to $21.50, and will work off $1.50 more of the amount still credited to the employer. The employer will now carry no credit. For the sixth week the employee will be paid $20.00 and $1.00

will be credited to the employer. The employer will now carry a credit of $1.00. For the seventh week the employee will be paid $23.50 although he was entitled to $24.50 ([40 x 50 cents] + 6 x 75 cents]). The employee will thus have worked off the total credit accumulated by the employer and will be paid in cash the additional $3.50 due him. For the eighth week the employee will be paid $20.00 and the employer will credit himself with $2.00.

57. It will be noted that only credits to the employer will be carried over beyond the pay period; credits to the employee, i. e., overtime compensation due the employee, will not be carried over beyond the pay period to be consumed by subsequent employer "advances", but will be paid in cash at the pay period. In this way the employer will never be indebted to the employee.

58. It cannot be emphasized too strongly that the validity of the plan depends upon the assumption that when the employee receives $20.00 in the weeks when he works less than 40 hours, he is being paid in excess of what he earns or is entitled to and is therefore given a loan or advance which he may work out by subsequent overtime. Whether this is actually the fact is easily susceptible of determination in the case of hourly rate employees. But even in their case the question sometimes arises as to whether the "loan" or "advance" is really a loan or advance and not really a salary arrangement by which, for example, the employee in the above case is entitled to $20.00 for work already performed without subsequent overtime work. The determination of this question may depend upon what the parties understand will happen when an employee severs his relationship with the employer. If the employer still has some accumulated credits at that time, will some attempt be made to get back the amount of the "loan" or "advance" from the employee since there is no further possibility that it will be worked out by subsequent overtime?, The fact that no attempt will be made by the employer to collect the amount due him either by deducting such

amount from the employee's last check or by some other way, is some indication that the "loan" or "advance" is simply a fictitious bookkeeping device.

59. Similarly the fact that at the end of the year or at the end of some shorter period credits accumulated by the employer are simply wiped off the slate and a new start is made, is some indication that there is no "loan" or "advance" in fact but simply a bookkeeping device. If there is no "prepayment" in fact and the plan is nothing but a bookkeeping device, the Act will have been violated. No one criterion may be sufficient to determine this question but all the criteria set forth herein will be given weight in deciding this question.

Case II. Salaried Employees

60. Let us take the example of a salaried employee who earns $20.00 a week for a regular workweek of 40 hours and whose regular rate of pay is therefore 50 cents an hour. ($20 ÷ 40 hours).

| Weeks | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Hours | 36 | 40 | 40 | 40 | 40 | 40 | 40 | 48 |

61. For the first week the employee will receive $20.00 although he earned and is entitled to only $18.00 (36 hours x 50 cents). The employer will credit himself with $2.00 as a prepayment of compensation for overtime to be subsequently worked. The employee will receive $20.00 during each of the next six weeks. For the eighth week the employee is entitled to $26.00 ([40 hours x 50 cents] + [8 hours x 75 cents]). He will thus have worked off the entire credit of $2.00 accumulated by the employer and will receive $24.00 in cash.

62. The validity of the plan as outlined depends upon the assumption that the employee is overpaid when he received $20.00 for the first week of 36 hours and that therefore the employer has loaned or advanced him $2.00. In addition to the criteria set forth under case I to determine whether the "loan" or "advance" is real or only a bookkeeping device an additional consideration

comes into play with respect to the salaried employee who works a regular number of hours. If the employee, who contemplates adopting a "prepayment" plan is presently required by contract or agreement with the employee, express or implied, to pay him the fixed wage or salary even when the employee works less than the regular number of hours in some week or weeks, it cannot be said that the employee is paid in excess of what he earns or is entitled to when he receives the fixed wage or salary in such weeks. He has received no "loan" or "advance" and no amount therefore may be credited to the employer as a prepayment of compensation for overtime to be subsequently worked.

63. For the same reason a prepayment plan cannot be applied to a salaried employee who works a fluctuating number of hours. Since the nature of such an employee's employment is that he will receive the fixed basic salary regardless of the number of hours worked it cannot be said that such an employee is paid in excess of what he earns or is entitled to in any week in which he receives the fixed salary even though such weeks may have been short weeks.

64. We have considered above the question of the conversion of a salaried employee working a fluctuating number of hours into an hourly rate employee.

65. The amounts paid to an employee while absent from work on a vacation, holiday, sick leave or other miscellaneous periods of leave, may not be considered by the employer as prepaid overtime compensation just as the time off during such periods may not be used to balance overtime worked within the pay period. Payment during holidays, vacations, etc., is not payment for overtime and may not be considered by the employer as compensation for the employee's overtime work under the Act.

66. In two respects a prepayment plan, if it may be properly applied to salaried employees, is not subject to the same restrictions as a "time off" plan. It is not

confined, in its operation, to the pay period. Credits to the employer, i.e., amounts paid by him in excess of the amounts earned by the employee or to which the employee is entitled, may be carried over beyond the pay period until they are consumed by the overtime work of the employee. Secondly, a prepayment plan may be applied to employees who are paid weekly.

67. It need not be restricted in its application, as is the "time off" plan, to employees paid on a bi-weekly, semi-monthly, or monthly basis. Under a prepayment plan the employee is being paid the overtime compensation due him, either in advance or, at the latest, at the time of the regular pay period.

68. Where applicable, a "time off" and "prepayment" plan may be applied in conjunction with each other.

The Application of Section 7 in Cases Where a Union Agreement or Other Agreement Between an Employer and His Employees Calls For the Payment of Overtime or Other Special Compensation Not Required by the Act.

69. The question has been asked as to what are the requirements of Section 7 in cases where a union agreement or other agreement between an employer and his employees calls for the payment of overtime or other special compensation which is not required to be paid by the Act. Extra compensation paid for overtime work, even if required to be paid by a union agreement or other agreement between the employer and his employees need not be included in determining the employee's regular hourly rate of pay (see paragraph 13 of the bulletin). Furthermore, in determining whether he has met the overtime requirements of Section 7 the employer may properly consider as overtime compensation paid by him for the purpose of satisfying these requirements, only the extra amount of compensation—over and above straight time—paid by him as compensation for overtime work—that is, for hours worked outside the normal or

regular working hours—regardless of whether he is required to pay such compensation by a union or other agreement. In no week, of course, will the overtime requirements of section 7 be met unless the employee receives an amount equal to at least his regular rate of pay for 40 hours and time and one-half such rate for the hours worked in excess of 40. It should be noted however, that the Act does not supersede provisions of a collective bargaining agreement or other agreement between an employer and his employees which set standards higher than those set in the act; which, for example, require the employer to pay time and a half for all hours worked in excess of 8 hours a day regardless of how many hours in the aggregate the employee may work in a week. Nothing in the act, therefore, relieves an employer from any obligation he may have assumed by contract (see Interpretative Bulletin No. 8 especially paragraphs 4 through 9 thereof). It should be pointed out, however, that the questions as to what are the obligations of the employer under the agreement is a question of general contract law about which it is not the function of the division to express any opinion.

70. It may be helpful to give some specific examples raising the question under discussion.

One preliminary case may be put.

(1) An Agreement of Employment Calls for the Payment of Time and One-Half for all Hours Worked in Excess of 40, the Regular Weekly Number of Hours Fixed in the Agreement.

Clearly payment in accordance with the requirements of the agreement will satisfy the requirements of Section 7. The agreement already contains the time and one-half penalty. The act does not require the employer to pay time and one-half upon time and one-half. It merely imposes upon the agreement the sanction of law and a violation of the agreement becomes a violation of the act, subject to all the penalties prescribed in the act.

(2) An Agreement of Employment Calls for the Payment of Time and One-third for all Hours Worked in Excess of 39, the Regular Weekly Number of Hours fixed in the Agreement.

A. Suppose an employee is paid $1 an hour and works 41 hours in one week.

In accordance with the requirements of the union agreement the employee is entitled to be paid $41.66 ([39 x $1] + [2 x $1.33]). It has been argued that the employer, in order to meet the requirements of section 7 and the obligations of his contract, must pay the employee at least $41.83 ([39 x $1) + [1 x $1.33] + [1 x $1.50]). In our opinion, however, since the extra 33 cents for the 1 hour in excess of 39 up to 40 is paid by the employer to the employee as overtime compensation, the employer may properly consider and credit himself with such amount as overtime compensation paid to meet the requirements of section 7. When the extra 33 cents is so credited the amount paid the employee—$41.66 is in excess of an amount equal to the employee's regular rate of pay for 40 hours and time and one-half such rate for the extra 1 hour and the employer has satisfied the requirements of section 7.

B. Suppose an employee is paid $1 an hour and works 54 hours.

The employee is required to be paid $58.95 by the union agreement ([39 x $1] + [15 x $1.33]). Since the extra 33 cents for the 1 hour in excess of 39 up to 40 is paid by the employer to the employee as overtime compensation, the employer may properly consider and credit himself with such amount as overtime compensation paid to meet the requirements of section 7. However, even if such amount is credited to the employee, the payment of $58.95 will not satisfy the requirements of the act because it is less than an amount equal to the employee's regular rate of pay for 40 hours and time and one-half

such rate for the extra 14 hours or $61.00 ([40 x $1] + [14 x $1.50]). Thus the employer must pay an additional $2.05 ($61—$58.95) or a total of $61.00 in order to meet the requirements of section 7.

(3) An Agreement of Employment Calls for the Payment of Time and One-Half for all Hours Worked in Excess of 8 hours, the Normal or Regular Workday.

Suppose an employee paid $1 an hour works the following schedule:

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 10 | 10 | 10 | 10 | 8 | 0 | 0 |
| Pay Under Union agreement | $11 | 11 | 11 | 11 | 8 | 0 | 0 |

In our opinion the payment of $52.00 to which the employee is entitled under the union agreement, will satisfy the requirements of section 7. Since the extra $4.00 for the daily overtime is paid by the employer to the employee as overtime compensation the employer may properly consider and credit himself with such amount as overtime compensation paid to meet the requirements of section 7. When the extra $4.00 is so credited, the amount paid the employee—$52.00—is an amount equal to the employee's regular rate of pay for 40 hours and time and one-half such rate for the extra 8 hours, and the employer has satisfied the requirements of section 7. We reject the contention that the employer must pay $56.00 to satisfy the requirements of the act. ([48 x $1] + [8 daily overtime hours x 50¢] + [8 weekly overtime hours x 50 cents]). To do so would impose a double penalty upon the employer by requiring him to pay time and one-half for hours already paid for at time and one-half.

(4) Suppose an employee was paid $4.04 a day prior to the effective date of the act for a normal workday of 8 hours. His workweek consisted normally of 6 workdays. Thus he earned $24.24 a week for a work-

week of 48 hours. The parties agree that henceforth the employee's rate of pay will be 46.5 cents an hour for the first 6 2/3 hours of the day and 70 cents (one and one-half times 46.5 cents) for the remaining 1 1/3 hours. The employee will continue to receive $4.04 a day or $24.24 for a 48 hour workweek. The employer maintains that the employee's regular rate of pay for the purposes of the act is 46.5 cents an hour and that therefore under the interpretation set forth in the foregoing paragraph, the requirements of Section 7 of the act are met because $24.24 is an amount equal to 46.5 cents an hour for 40 hours and 70 cents an hour for the extra 8 hours. In our opinion the employer's contention is without merit. The division of a normal 8 hour workday into 6 2/3 straight time hours and 1 1/3 "overtime" hours is purely fictitious. The employee is not paid at the rate of 46.5 cents an hour and the alleged overtime rate of 70 cents is not paid for overtime work. The interpretation set forth in the foregoing paragraph does not apply because in fact no extra compensation is paid as no hours are worked outside the normal or regular daily working hours. The employee will continue to receive $4.04 a day for a normal 8 hour day. His regular rate of pay is not 46.5 cents—which is a fictitious bookkeeping rate adopted solely as the basis upon which to compute overtime in order to evade the requirements of section 7 of the act—but 50.5 cents an hour. See paragraphs 16 through 27 of the bulletin. For a workweek of 48 hours the employee should receive $26.28 ([40 x 50.5¢] + [8 x 76¢]).

(5) An agreement of Employment Calls for the Payment of Straight Time up to 48 hours and Double Time Thereafter.

Suppose an employee paid $1 an hour works the following schedule:

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Pay Under Union agreement | $8 | 8 | 8 | 8 | 8 | 8 | 16 |

In our opinion the payment of $64.00 to which the employee is entitled under the union agreement will satisfy the requirements of section 7. Since the extra $8.00 for the 8 hours in excess of 48 is paid by the employer to the employee as overtime compensation the employer may properly consider and credit himself with such amount as overtime compensation paid to meet the requirements of section 7. When the extra $8.00 is so credited the amount paid the employee—$64.00 is an amount equal to the employee's regular rate of pay for 40 hours and time and one-half such rate for the extra 16 hours and the employer has satisfied the requirements of section 7. Of course should the employee work only 48 hours one week he must be paid $52.00 ([40 x $1] + [8 x $1.50]) for that week in spite of the provision in the union agreement that he is to receive the overtime rate only after 48 hours are worked in a week.

(6) An Agreement of Employment Calls for the Payment of Time and One-Half for all Hours Worked on a Holiday or on Sunday.

A. Suppose an employee paid $1 an hour works th following schedule: Tuesday is a holiday.

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 8 | 8 | 8 | 8 | 8 | 8 | 0 |
| Pay Under Union agreement | $8 | 12 | 8 | 8 | 8 | 8 | 0 |

In our opinion the payment of $52.00 to which the employee is entitled under the union agreement will satisfy the requirements of section 7. We reject the contention that the employer must pay $56.00 to satisfy the requirements of the act ([48 x $1] + [8 holiday overtime hours x 50 cents] + [8 weekly overtime hours x 50 cents]). To do so would impose a double penalty upon the employer by requiring him to pay time and one-half for hours already paid for at time and one-half.

B. Suppose an employee paid $1 an hour works the following schedule:

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 0 | 8 | 8 | 8 | 8 | 8 | 8 |
| Pay Under Union agreement | $0 | 8 | 8 | 8 | 8 | 8 | 12 |

This case is no different from the preceding case, and in accordance with our opinion, the payment of $52.00 to which the employee is entitled under the union agreement will satisfy the requirements of section 7.

It has been urged upon us that a time and one-half rate for work on Sunday and holidays is not an overtime rate at all but is merely a straight time rate for such days. The "straight time" rate is higher because work on Sundays and holidays is more onerous than work on ordinary workdays. If this suggestion were adopted the employee must be considered as being employed at two different rates during the week and his regular rate of pay and the overtime compensation due him would be computed in accordance with the interpretation set forth in paragraph 14 of the bulletin. However, it is our opinion that generally work on Sundays and holidays may properly be considered as overtime work and the interpretation set forth herein may be considered applicable.

(7) An Agreement of Employment Provides That an Employee Shall be Paid for Holidays, Even Though he does not Work on Such Days.

Suppose an employee paid $1 an hour works the following schedule: Tuesday is the holiday.

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 8 | 0 | 8 | 8 | 8 | 8 | 8 |
| Pay Under Union agreement | $8 | 8 | 8 | 8 | 8 | 8 | 8 |

The employee is entitled to $56.00 under the union agreement. However, it is our opinion that only the payment of $60.00 will satisfy the requirements of section 7 ([40 x $1] + [8 x $1.50] + [$8 for Tuesday] = $60.00). The employer may not credit himself with the $8.00 paid for the holiday as overtime compensation paid to meet the requirements of section 7. The amount paid by the employer to the employee for a holiday which is not worked is not paid as compensation for overtime work, but for some other reason.

The same result for the same reason follows where an employer pays an employee during periods of illness, vacation, or other miscellaneous periods of leave. The amounts so paid by the employer may not, therefore, be credited by him as overtime compensation paid to meet the requirements of Section 7.

Such periods of compensated leave are not given as compensation for overtime work but for a variety of reasons—to reward employees for faithfulness, loyalty, and length of service, to bolster personnel morale, to safeguard the physical health and well-being of employees by giving them needed rest and relaxation, and to conform to progressive business practice, etc. The very term "vacation with pay" for example, negates any idea that such payment was made as overtime compensation.

The fact, however, that $8.00 is paid for the holiday, in the above example, does not raise the employee's regular rate of pay which remains $1.00.

(8) An Agreement of Employment Sets a Daily Wage Rate Based Upon an 8 Hour Day and Guarantees the Employee that if he Works 4 or More Hours a Day he will be Given a Full Day's Pay.

Suppose an employee paid $1 an hour works the following schedule:

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 8 | 4 | 8 | 8 | 8 | 8 | 0 |
| Pay Under Union agreement | $8 | 8 | 8 | 8 | 8 | 8 | 0 |

In our opinion only the payment of $50.00 will satisfy the requirement of Section 7. ([40 x $1] + [4 x $1.50] + [$4.00 extra for the 4 hours worked on Tuesday] = $50.00). The employer may not credit himself with the extra $4.00 paid on Tuesday as compensation paid to meet the requirements of section 7 because such amount was not paid for overtime work. The fact, however, that $8.00 is paid for 4 hours work on Tuesday does not raise the employee's regular rate of pay, which remains $1.00.

The same result follows where a union agreement provides that if an employee is asked to report for duty on any day and does so he must be given at least a half day's pay even if he does not work a half day. The amounts that may be paid under such an agreement over and above what the employee would receive if paid only for the number of hours worked are not paid for overtime work but to compensate the employee for the consumption of his time and to discourage employers from calling their men in to work for only a fraction of a day when they might get full time elsewhere.

(9) An Agreement of Employment Provides that Men Doing Special Work Shall Receive 6 Hours' Pay for Such Work, Regardless of the Time Actually Consumed in Performance.

A. Suppose an employee paid $1 an hour works the following schedule. Three hours on Tuesday were worked on the special work.

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 8 | 3 | 8 | 8 | 8 | 4 | 0 |
| Pay Under Union agreement | $8 | 11 | 8 | 8 | 8 | 4 | 0 |

In our opinion the employer may not credit himself with the extra $3.00 paid for the special work on Tuesday as compensation paid to meet the requirements of section 7 because such amount was not paid for overtime work but for special work. The employee, in fact, is paid a different higher rate for special kind of work and is thus paid at two different rates during a single workweek. Paragraph 14 applies; the employee's regular rate of pay is approximately $1.07 ($47.00, the employee's straight time pay, ÷ 44 hours). To satisfy the requirements of Section 7, the employer must pay $49.14 ([$47.00 for 44 hours at straight time] + [4 overtime hours x 53½ cents, one-half the regular rate of pay]).

71. The same principles expressed in the foregoing opinions would, likewise, apply where a state or federal law calls for the payment of overtime or other special compensation which is not required by the Fair Labor Standards Act. They would also apply where an employer customarily pays overtime or other special compensation which is not required by the act.

72. The Overtime Requirements of Section 7(b): A similar problem is raised by section 7(b) which provides that employees subject to the partial exemption from the overtime provisions of section 7(a) provided

by sections 7(b)(1), 7(b)(2), or 7(b)(3) must receive time and one-half overtime compensation "for employment in excess of 12 hours in any workday, or for employment in excess of 56 hours in any workweek, as the case may be . . .". The question is asked as to what are the requirements of section 7(b) in this respect when the employee works both in excess of 12 hours in a day and in excess of 56 hours in the aggregate in any workweek. It is our opinion that the employer must pay either daily or weekly overtime, whichever is greater, but not both. It may be helpful to illustrate this opinion by specific examples.

A. Suppose an employee paid $1 an hour works the following schedule.

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 14 | 14 | 14 | 14 | 10 | 0 | 0 |

On a daily basis the employee is entitled to 8 hours of overtime pay or a total of $70.00 for the week ([(12 x $1) + (2 x $1.50) x 4] + [10 x $1] − $70.00). On a weekly basis the employee is entitled to 10 hours of overtime pay or a total of $71.00 for the week ([56 x $1] + [10 x $1.50] − $71.00). In our opinion the employer must pay $71.00 to satisfy the requirements of the act.

B. Suppose the employee paid $1 an hour works the following schedule.

| | M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|---|
| Hours | 16 | 14 | 14 | 14 | 6 | 0 | 0 |

On a daily basis the employee is entitled to 10 hours of overtime pay or a total of $69.00 for the week. On a weekly basis the employee is entitled to 8 hours of overtime pay or a total of $67.00 for the week ([56 x $1] + [8 x $1.50] − $67.00). In our opinion the employer must pay $69.00 to satisfy the requirements of the act.

73. Supper Money. The question has often been

asked as to whether amounts paid by an employer, commonly known as "supper money" may be credited to the employer in determining whether he has satisfied the overtime requirements of section 7. It is our opinion that generally amounts paid as "supper money" are not paid as overtime compensation but are paid to recompense the employee for expenses incurred while working later than usual. Normally the amounts so paid do not depend upon the number of overtime hours worked but approximate the price of a "supper". Furthermore, in the usual case, employers do not pay social security taxes on the amounts paid as "supper money", thus indicating that they do not consider such amounts to constitute "wages" paid the employee. Obviously, if such amounts are not considered to be "wages" they may not be considered as overtime compensation for the purpose of section 7. For these reasons the employer, in the usual case may not take credit for "supper money" in determining whether he has satisfied the requirements of section 7.

## PLAINTIFF'S EXHIBIT No. 25.

O. L. Bagwell — Bldg Maintenance (Night Watchman) Weekly

| Week Ending | Total Hours Worked | Rate of Pay | Pay at Regular Rate Statutory Hours | Pay at Regular Rate Overtime Hours | Total Due | Total Paid | Balance Due |
|---|---|---|---|---|---|---|---|
| 10-31-38 | 50 | 26.75 ÷ 48 = 55.73 or 56 | 44×56 = 24.64 | 6×84 = 5.04 | 29.68 | 26.75 | 2.93 |
| 11-14-38 | 48 | 26.75 ÷ 48 = 55.73 or 56 | 44×56 = 24.64 | 4×84 = 3.36 | 28.00 | 26.75 | 1.25 |
| 12-26-38 | " | " " | " " | " 3.36 | " | " | 1.25 |
| 1- 9-39 | " | " " | " " | " " | " | " | 1.25 |
| 2-27-39 | " | " " | " " | " " | " | " | 1.25 |
| 3- 6-39 | " | 32.00 ÷ 48 = 66.66 or 67 | 44×67 = 29.48 | 4×1.00 = 4.00 | 33.48 | 32.00 | 1.48 |
| 4-17-39 | " | 32.00 ÷ 48 = 66.66 or 67 | 44×67 = 29.48 | 4×1.00 = 4.00 | 33.48 | 32.00 | 1.48 |
| 5-29-39 | " | " " | " " | " " | " | " | 1.48 |
| 6-12-39 | " | " " | " " | " " | " | " | 1.48 |
| 7-31-39 | 36 | — — | — — | — — | — | — | — |
| 8-28-39 | 48 | 32.00 ÷ 48 = 66.66 or 67 | 44×67 = 29.48 | 4×1.00 = 4.00 | 33.48 | 32.00 | 1.48 |
| 9-11-39 | " | " " | " " | | | | 1.48 |
| 10-23-39 | " | " " | " " | | | | 1.48 |
| 11- 6-39 | " | " " | 42×67 = 28.14 | 6×1.00 = 6.00 | 34.14 | 32.00 | 2.14 |
| 12-11-39 | " | " " | " " | " " | " | " | 2.14 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1-15-40 | " | " | " | " | " | " | " | " | " | " | 2.14 | |
| 2-26-40 | " | " | " | " | " | " | " | " | " | " | 2.14 | |
| 3-11-40 | " | " | " | " | " | " | " | " | " | " | 2.14 | |
| 4-29-40 | " | " | " | " | " | " | " | " | " | " | 2.14 | |
| 5- 6-40 | " | " | " | " | " | " | " | " | " | " | 2.14 | |
| 6- 3-40 | " | " | " | " | " | " | " | " | " | " | 2.14 | |
| 7- 1-40 | " | " | " | " | " | " | " | " | " | " | 2.14 | |
| 8- 5-40 | " | " | " | " | " | " | " | " | " | " | 2.14 | |
| 9- 2-40 | 12 | — | — | — | — | — | — | — | — | — | — | |
| 10- 7-40 | 48 | | 67 | 42×67 = | 28.14 | 6×1.00 = | 6.00 | 34.14 | | | | |
| 10-21-40 | " | | 67 | 42×67 = | 28.14 | 6×1.00 = | 6.00 | | | | | |
| 10-28-40 | " | | 67 | 42×67 = | 28.14 | 6×1.00 = | 6.00 | | | | | |
| 11- 4-40 | " | | 67 | 40×67 = | 26.80 | 8×1.00 = | 8.00 | | | | | |
| 11-11-40 | " | | " | " | " | " | " | | | " | | |
| 12- 2-40 | " | | " | " | " | " | " | | | " | | |

## PLAINTIFF'S EXHIBIT No. 25—Continued.

William Snodgrass

| Week Ending | Total Hours Worked | Rate of Pay | Pay at Regular Rate Statutory Hours | | Pay at Regular Rate Overtime Hours | | Total Due | Total Paid | Balance Due |
|---|---|---|---|---|---|---|---|---|---|
| 10-31-38 | 47 | 20.00 ÷ 46 = .434 or 43 | 44×43 = | 18.92 | 3×64½ = | 1.94 | 20.86 | 20.00 | .86 |
| 11-14 | 46 | 20.00 ÷ 46 = .434 or 43 | 44×43 = | 18.92 | 2×64½ = | 1.29 | 20.21 | 20.00 | .21 |
| 12-26 | " | " " | " | " | " | " | " | " | .21 |
| 1- 9-39 | " | " " | " | " | " | " | " | " | .21 |
| 2-27 | " | " " | " | " | " | " | " | " | .21 |
| 3- 6 | " | " " | " | " | " | " | " | " | .21 |
| 4-17 | " | " " | " | " | " | " | " | " | .21 |
| 5-29 | " | " " | " | " | " | " | " | " | .21 |
| 6-12 | " | " " | " | " | " | " | " | " | .21 |
| 7-31 | " | " " | " | " | " | " | " | " | .21 |
| 8-28 | " | " " | " | " | " | " | " | " | .21 |
| 9-11 | " | " " | " | " | " | " | " | " | .21 |
| 10-23 | " | " " | " | " | " | " | " | " | .21 |
| 11- 6 | " | " " | 42×43 = | 18.06 | 4×64½ = | 2.58 | 20.64 | 20.00 | .64 |
| 12-11 | " | " " | " | " | " | " | " | " | .64 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1-15-40 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 2-26 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 3-11 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 4-29 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 5- 6 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 6- 3 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 7- 1 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 8- 5 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 9- 2 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 10- 7 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 10-21 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 10-28 | " | " | " | " | " | " | " | " | " | " | .64 | |
| 11- 4 | " | " | " | 40×43 = | 17.20 | 6×64½ = | 3.87 | 21.07 | " | | 1.07 | |
| 11-11 | " | " | " | | | | | | | | 1.07 | |
| 12- 2 | " | " | " | | | | | | | | 1.07 | |
| | | | | | | | | | Total due | | 15.55 | |

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PLAINTIFF'S EXHIBIT No. 25—Continued.

Charles Prasifka — Mechanical Dept.—

| Week Ending | Total Hours Worked | Rate of Pay | Pay at Regular Rate Statutory Hours | Pay at Regular Rate Overtime Hours | Total Due | Total Paid | Balance Due | |
|---|---|---|---|---|---|---|---|---|
| 11/6/38 | 48 | 34.00 ÷ 48 = .708 or 71c. | 44 × .71 = 31.24 | 4 × 1.06¼ = 4.26 | 35.50 | 34.00 | 1.50 | |
| 11-20 | 48 | 34.00 ÷ 48 = .708 or 71c | 44 × .71 = 31.24 | 4 × 1.06¼ = 4.26 | 35.50 | 34.00 | 1.50 | |
| 11-29 | 44 | — — | — — | — — | — | — | | |
| 12- 4 | 48 | 34.00 ÷ 48 = .708 or 71c | 44 × 71 = 31.24 | 4 × 1.06¼ = 4.26 | 35.50 | 34.00 | 1.50 | |
| 1- 8-39 | 44½ | 34.00 ÷ 44½ = .764 or 76 | 44 × 76 = 33.44 | ½ × 1.14 = .57 | 34.01 | 34.00 | .01 | |
| 1-15 | 48 | 34.00 ÷ 48 = .708 or 71c | 44 × 71 = 31.24 | 4 × 1.06¼ = 4.26 | 35.50 | 34.00 | 1.50 | |
| 2-19 | 48½ | 34.00 ÷ 48½ = 70 | 44 × 70 = 30.80 | 4½ × 1.05 = 4.73 | 35.53 | 34.00 | 1.53 | |
| 2-26 | 48½ | 34.00 ÷ 48½ = 70 | 44 × 70 = 30.80 | 4½ × 1.05 = 4.73 | 35.53 | | 1.53 | |
| 3- 5 | 48½ | 34.00 ÷ 48½ = 70 | 44 × 70 = 30.80 | 4½ × 1.05 = 4.73 | 35.53 | 34.00 | 1.53 | |
| 3-26 | 49 | 34.00 ÷ 49 = 69 | 44 × 69 = 30.36 | 5 × 1.03½ = 5.18 | 35.54 | 34.00 | 1.54 | |
| 4- 2 | 46 | 34.00 ÷ 46 = 74(.739) | 44 × 74 = 32.56 | 2 × 1.11 = 2.22 | 34.78 | 34.00 | .78 | |
| 4-16 | 50 | 34.00 ÷ 50 = 68 | 44 × 68 = 29.92 | 6 × 1.02 = 6.12 | 36.04 | 34.00 | 2.04 | |
| 4-23 | 49½ | 34.00 ÷ 49½ = .683 or 68 | 44 × 68 = 29.92 | 5½ × 102 = 586½ - 5.87 | 35.79 | " | 1.79 | |
| 6-11 | 48½ | 34.00 ÷ 48½ = 697 or 70 | 44 × 70 = 30.80 | 4½ × 105 = 4.99 | 35.79 | " | 1.79 | |
| 8- 6 | 50½ | 34.00 ÷ 50½ = 67 | 44 × 67 = 29.48 | 6½ × 100½ = 6.78 | 36.26 | " | 2.26 | |

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| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 10-15 | 45 | 34 ÷ 45 = | .75½ | 44×75½ = | 33.22 | 1×113½ = | 1.13 | 34.35 | " | .35 |
| 10-29 | 48 | 34 ÷ 48 = .708 or | .71 | 44×71 = | 31.24 | 4×106½ = | 4.26 | 35.50 | " | 1.50 |
| 11-26 | 44 | 34.00 ÷ 44 = | .77 | 42×77 = | 32.34 | 2×115½ = | 2.31 | 34.65 | " | .65 |
| 12- 3 | 48 | 34.00 ÷ 48 = .708 or | .71 | 42×71 = | 29.82 | 6×106½ = | 6.39 | 36.21 | " | 2.21 |
| 12-10 | 49½ | 34.00 ÷ 49½ = | .69 | 42×69 = | 28.98 | 7½×103½ = | 7.50 | 36.48 | " | 2.48 |
| 12-24 | 48 | 34.00 ÷ 48 = | .71 | 42×71 = | 29.82 | 6×106½ = | 6.39 | 36.21 | " | 2.21 |
| 1- 7-40 | 48 | 34.00 ÷ 48 = | .71 | 42×71 = | 29.82 | 6×106½ = | 6.39 | 36.21 | " | 2.21 |
| 1-14 | 48½ | 34.00 ÷ 48½ = | .70 | 42×70 = | 29.40 | 6½×105 = | 6.82½ | 36.23 | " | 2.23 |
| 4-14 | 48 | 34.00 ÷ 48 = .708 or | .71 | 42×71 = | 29.82 | 6×106½ = | 6.39 | 36.21 | " | 2.21 |
| 7- 2 | | — | | — | — | — | — | — | — | — |
| 7-28 | 50 | 34.00 ÷ 50 = | .68 | 42×68 = | 28.56 | 8×1.02 = | 8.16 | 36.72 | " | 2.72 |
| 8- 4 | 50 | 34.00 ÷ 50 = | .68 | 42×68 = | 28.56 | 8×1.02 = | 8.16 | 36.72 | " | 2.72 |
| 8-11 | 50 | 34.00 ÷ 50 = | .68 | 42×68 = | 28.56 | 8×1.02 = | 8.16 | 36.72 | " | 2.72 |
| 8-25 | 48 | 34.00 ÷ 48 = .708 or | .71 | 42×71 = | 29.82 | 6×1.06½ = | 6.39 | 36.21 | " | 2.21 |
| 9- 1 | 48 | 34.00 ÷ 48 = .708 or | .71 | 42×71 = | 29.82 | 6×1.06½ = | 6.39 | 36.21 | " | 2.21 |

## PLAINTIFF'S EXHIBIT No. 25—Continued.

Olen Brown — Control Operator

| Week Ending | Total Hours Worked | Rate of Pay | Pay at Regular Rate Statutory Hours | Pay at Regular Rate Overtime Hours | Total Due | Total Paid | Balance Due | |
|---|---|---|---|---|---|---|---|---|
| 10-31-38 | 46½ | 45.00 ÷ 46½ = .963 or .96 | 44 × 96 = 42.24 | 2½ × 1.44 = 3.96 | 46.20 | 45.00 | 1.20 | |
| 11- 7 | 34½ | — — | — — | — — | — | — | — | |
| 12-12 | 51½ | 45.00 ÷ 51½ = .869 or .87 | 44 × 87 = 38.28 | 7½ × 130½ = 10.11 | 48.39 | 45.00 | 3.39 | |
| 1- 9-39 | 39 | — — | — — | — — | — | — | | |
| 2- 6 | 55(55) (60) | 45.00 ÷ 56 = .804 or .80 | 44 80 = 35.20 | 12 × 1.20 = 14.40 | 49.60 | 45.00 | 4.60 | |
| 3-13 | 30½ | — — | — — | — — | — | 45.00 | — | •• |
| 4-24 | 66 | 45.00 ÷ 66 = .682 or .68 | 44 × 68 = 29.92 | 22 × 1.02 = 22.44 | 52.36 | 57.94 | — | 5.58 |
| 6-12 | 48½ | 45.00 ÷ 48½ = .928 or .93 | 44 × 93 = 40.92 | 4½ × 1.39½ = 6.28 | 47.20 | 45.00 | 2.20 | |
| 8-21 | 44½ | 45.00 ÷ 44½ = 1.0054 or 1.01 | 44 × 1.01 = 44.44 | ½ × 1.51½ = 1.14 | 45.58 | 45.00 | .58 | •• |
| 10- 2 | 62½ | 45.00 ÷ 62½ = .717 or .72 | 44 × 72 = 31.68 | 18½ × 1.08 = 20.25 | 51.93 | 54.28 | | 2.35 |
| 11- 6 | 50 | 45.00 ÷ 50 = .90 | 42 × 90 = 37.80 | 8 × 1.35 = 10.80 | 48.60 | 45.00 | | |
| 1- 8-40 | 46 | 45.00 ÷ .978 or .98 | 42 × 98 = 41.16 | 4 × 1.47 = 5.88 | 47.04 | 45.00 | | |
| 3-25 | 44 | 45.00 ÷ 44 = 1.022 or 1.02 | 42 × 1.02 = 42.84 | 2 × 153 = 3.06 | 45.90 | 45.00 | | |
| 5- 6 | 34½ | — — | | | | 45.00 | | |
| 6-10 | Vacation 2 | — — | | | | 45.00 | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 7- 8 | 36($^{35}$) 37 | — — | | | | | 45.00 | •• |
| 8-12 | 63($^{34}$) (63½) | 45.00 ÷ 63½ = .708 or 71. | 42 × .71 = 29.82 | 21½ − 1.06½ = 22.90 | 52.72 | 55.76 | | 3.04 |
| 9- 2 | 53($^{20}$) (53½) | 45.00 ÷ 53½ = 84½ | 42 × 84½ = 35.49 | 11½ × 1.26½ = 14.26 | 49.75 | 45.00 | 4.75 | |
| 10- 7 | 58($^{25}$) (58½) | 45.00 ÷ 58½ = .77 | 42 × 77 = 32.34 | 16½ × 1.15½ = 19.06 | 51.40 | 49.97 | 1.43 | • |
| 10-21 | 37½ | — — | | | | 45.00 | | |
| 10-28 | 39½ | — — | | | | 45.00 | | |
| 11- 4 | 53½ | 45.00 ÷ 53½ = .841 or .84 | 40 × 84 = 33.60 | 13½ × 126 = 17.01 | 50.61 | 45.23 | 5.38 | • |
| 11-11 | 41½ | 45.00 ÷ 41½ = 1.077 or 1.08 | 40 × 1.08 = 43.20 | 1½ × 162 = 2.84 | 46.04 | 45.00 | 1.04 | |
| 12- 2 | 51½ | 50.00 ÷ 51½ = .9708 or .97 | 40 × 97 = 38.80 | 11½ × 1.45½ = 16.73 | 55.53 | 50.00 | 5.53 | |
| | | | | Total | due | 36.64 | | |

• Amount overtime paid insufficient.

•• Amount overtime paid was excessive.

## DEFENDANT'S EXHIBIT No. 2

### Basic Hourly Rates and Guaranteed Weekly Earnings

### ALL Regular Employees (Excluding Officers and Department Managers)

| Basic Hourly Rate | .30 | .31-.40 | 41.-50. | .51-.60 | .61-.70 | .71-.80 | .81-.90 | .91-$1. | Over 1.01 | |
|---|---|---|---|---|---|---|---|---|---|---|
| Weekly Earnings Guaranteed | 12.00-18.00 | 18.01-24.00 | 24.01-30.00 | 30.01-36.00 | 36.01-42.00 | 42.01-48.00 | 48.01-54.00 | 54.01-60.00 | Over 60.00 | Total |
| Editorial | 8 | 4 | 8 | 8 | 11 | 10 | 8 | 9 | 15 | 81 |
| Illustrating | — | — | 3 | 3 | 1 | — | 1 | — | 1 | 9 |
| Local Advertising | 6 | 3 | 3 | 2 | 1 | 2 | 2 | 1 | 10 | 30 |
| Foreign Advertising | 1 | — | — | 3 | 1 | 1 | — | — | 3 | 9 |
| Classified Advertis. | 10 | 11 | 5 | 3 | 2 | 1 | — | — | 1 | 33 |
| City Circulation | 21 | 7 | 9 | 3 | 3 | 4 | — | — | — | 47 |
| General Circulation | 3 | 12 | 6 | 3 | 5 | 3 | — | 1 | 2 | 35 |
| Composing | — | 4 | 2 | 3 | — | 1 | — | 1 | 73 | 84 |
| Stereotype | — | — | — | — | 1 | — | — | — | 12 | 13 |
| Press | 4 | 1 | 2 | — | 2 | 1 | — | — | 23 | 33 |
| Mailing | — | 1 | 10 | 1 | 2 | 2 | — | — | 1 | 17 |
| Auto & Delivery | — | — | — | — | 1 | — | — | — | 1 | 2 |
| Business | 7 | 3 | 9 | 2 | 3 | 2 | 2 | 3 | 3 | 34 |
| Building | 9 | 3 | 1 | 4 | 2 | 2 | — | 1 | — | 22 |
| Administrative | — | — | — | 1 | — | 1 | 2 | — | 2 | 6 |
| Rotogravure | — | — | — | — | — | — | — | — | 1 | 1 |
| Job Room | 1 | 1 | — | 1 | — | — | 1 | — | 1 | 5 |
| | 70 | 50 | 58 | 37 | 35 | 30 | 16 | 16 | 149 | 461 |

### Basic Hourly Rates and Guaranteed Weekly Earnings

### ALL Regular Employees (Excluding Officers and Department Managers)

| Basic Hourly Rate | .30 | .31-.40 | 41.-50. | .51-.60 | .61-.70 | .71-.80 | .81-.90 | .91-$1. | Over 1.01 | |
|---|---|---|---|---|---|---|---|---|---|---|
| Weekly Earnings Guaranteed | 12.00-18.00 | 18.01-24.00 | 24.01-30.00 | 30.01-36.00 | 36.01-42.00 | 42.01-48.00 | 48.01-54.00 | 54.01-60.00 | Over 60.00 | Total |
| WFAA Studios | 3 | 5 | 3 | 7 | 5 | 8 | 4 | 1 | 5 | 41 |
| Grapevine Plant | 1 | 1 | — | — | — | 6 | 1 | 1 | — | 10 |
| | 4 | 6 | 3 | 7 | 5 | 14 | 5 | 2 | 5 | 51 |

## DEFENDANT'S EXHIBIT No. 3

| Employees Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **Roosevelt Burleson:** | | | |
| 2-4-39 | 12.50 | 32 | sick 3 days |
| 2-25-39 | 15.00 | 40 | sick 1 day |
| 3-4-39 | 15.00 | .. | sick 6 days |
| 5-22-39 | 15.00 | .. | vacation 6 days |
| 5-29-39 | 15.00 | .. | vacation 6 days |
| 9-2-39 | 3.30 | | |
| | 12.50 | 40 | |
| 9-23-39 | 15.00 | .. | no card |
| 12-21-39 extra (no time | 15.00 | | |
| 5-12-40 worked) | 15.00 | .. | vacation 6 days |
| 5-19-40 | 15.00 | .. | vacation 6 days |
| 8-17-40 | 15.00 | 9 | sick 5 days |
| 9-22-40 | 15.00 | .. | sick 6 days |
| 9-29-40 | 15.00 | .. | sick 6 days |
| **Charles Prasifka:** | | | |
| 12-17-38 | 34.00 | 40¾ | sick 1 day |
| 7-8-39 | 34.00 | 16 | no card, vacation 4 days |
| 7-15-39 | 34.00 | .. | vacation |
| 7-22-39 | 34.00 | 32 | vacation 2 days |
| 12-21-39 extra (no time | 34.00 | | |
| 1-27-40 worked) | 34.00 | 30¾ | sick 2 days |
| 5-18-40 | 34.00 | 40 | 1 day |
| 6-8-40 | 34.00 | 40¼ | 1 day |
| 6-15-40 | 34.00 | 38¼ | sick 1 day |
| 6-29-40 | 34.00 | 40 | vacation 1 day |
| 7-7-40 | 34.00 | .. | vacation |
| 7-14-40 | 34.00 | 8 | vacation 5 days |
| 10-26-40 | 34.00 | 40¼ | sick 1 day |
| 11-23-40 | 34.00 | 40 | holiday |
| 12-20-40 extra (no time | 35.40 | | |
| 12-28-40 worked) | 34.00 | 40 | holiday |

| Employees<br>Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **Byron Bates:** | | | |
| 12-26-38 | $14.50 | 36 | 2 holidays |
| 6-19-39 | 14.50 | .. | vacation |
| 6-26-39 | 14.50 | .. | vacation |
| 12-4-39 | 15.30 | 39 | no explanation |
| 12-21-39 extra (no time | 15.30 | | |
| 12-25-39 worked) | 15.30 | 39 | holiday |
| 1-1-40 | 15.30 | 39 | holiday |
| 6-17-40 | 15.30 | 39 | vacation 1 day |
| 5-24-40 | 15.30 | .. | vacation |
| 7-1-40 | 15.30 | 9 | vacation 5 days |
| 7-8-40 | 16.50 | 40 | holiday |
| 12-20-40 extra (no time | 16.60 | | |
| 1-6-41 worked) | 16.50 | 39 | holiday |
| **T. J. Dimmons:** | | | |
| 6-18-39 | 40.00 | 40 | vacation 1 day |
| 6-26-39 | 40.00 | .. | vacation |
| 7-3-39 | 40.00 | 8 | vacation 5 days |
| 9-18-39 | 40.00 | 40 | no explanation |
| 11-13-39 | 45.00 | 32 | honeymoon |
| 11-20-39 | 45.00 | 8 | honeymoon |
| 12-21-39 extra (no time | 45.00 | | |
| 12-20-40 extra - worked) | 50.70 | | |
| 12-25-39 | 45.00 | 40 | no explanation |
| **El Paul Crume:** | | | |
| 8-21-39 | 35.00 | .. | vacation |
| 8-28-39 | 35.00 | .. | vacation |
| 9-4-39 | 35.00 | 32 | vacation 2 days |
| 12-21-39 extra (no time | 35.00 | | |
| 1-15-40 worked) | 35.00 | 39½ | no explanation |
| 2-5-40 | 40.00 | 37.55 | no explanation |
| 2-19-40 | 40.00 | 36.55 | no explanation |
| 3-11-40 | 40.00 | 38¼ | no explanation |
| 2-25-40 | 40.00 | .. | no explanation |

| Employees<br>Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **E. Paul Crume (Continued)** | | | |
| 4-29-40 | 40.00 | 39 | no explanation |
| 5-20-40 | 40.00 | 28 | no explanation |
| 6-24-40 | 40.00 | 35 | no explanation |
| 8-19-40 | 40.00 | 24 | vacation 3 days |
| 8-26-40 | 40.00 | .. | vacation |
| 9-2-40 | 40.00 | .. | vacation |
| 12-20-40 extra (no time worked) | 41.50 | | |
| **Ruth Moffett:** | | | |
| 5-29-39 | 18.00 | .. | vacation 6 days |
| 7-3-39 | 18.00 | 36 | holiday |
| 7-24-39 | 18.00 | .. | vacation 6 days |
| 11-27-39 | 18.00 | 36 | holiday |
| 12-21-39 extra (no time | 18.00 | | |
| 1-1-40 worked) | 18.00 | 36 | holiday |
| 2-5-40 | 18.00 | 24 | 3 days off |
| 8-19-40 | 18.00 | .. | vacation 6 days |
| 8-26-40 | 18.00 | .. | vacation 6 days |
| 12-20-40 extra (no time | 18.70 | | |
| 12-30-40 worked) | 18.00 | 36 | holiday |
| **Audrey Batts:** | | | |
| 12-26-38 | 18.00 | 36½ | holiday |
| 9-18-39 | 18.00 | .. | vacation 6 days |
| 9-25-39 | 18.00 | .. | vacation 6 days |
| 12-21-39 extra (no time | 18.00 | | |
| 9-9-40 worked) | 18.00 | .. | vacation 6 days |
| 9-16-40 | 18.00 | .. | vacation 6 days |
| 12-20-40 extra (no time | 18.70 | | |
| 12-30-40 worked) | 18.00 | 36 | holiday |
| **O. L. Bagwell:** | | | |
| 7-31-39 | 32.00 | 36 | vacation 1 day |
| 8-7-39 | 32.00 | .. | vacation 6 days |
| 8-14-39 | 32.00 | 12 | vacation 5 days |

| Employees<br>Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **O. L. Bagwell (Continued)** | | | |
| 12-21-39 extra (no time | 32.00 | | |
| 8-19-40 worked) | 32.00 | 36 | vacation 1 day |
| 8-26-40 | 32.00 | 12 | vacation 5 days |
| 9-2-40 | 32.00 | .. | vacation 6 days |
| 12-20-40 extra (no time worked) | 32.00 | | |
| **William Snodgrass:** | | | |
| 6-26-39 | 20.00 | .. | vacation 6 days |
| 7-3-39 | 20.00 | .. | vacation 6 days |
| 7-10-39 | .... | .. | ..... |
| 7-17-39 | .... | .. | ..... |
| 11-13-39 | 20.00 | 10 | sick 3 days |
| 12-21-39 extra (no time | 20.00 | | |
| 9-9-40 worked) | 20.00 | .. | vacation 6 days |
| 9-16-40 | 20.00 | .. | vacation 6 days |
| 12-20-40 extra (no time worked) | 20.00 | | |
| **Kay Lewis:** | | | |
| 5-29-39 | 35.00 | .. | vacation |
| 6-5-39 | 35.00 | .. | vacation |
| 12-11-39 | 35.00 | | no card, sick 3 days |
| 12-18-39 | 35.00 | 8 | sick |
| 12-21-39 extra (no time | 35.00 | | |
| 2-5-40 worked) | 35.00 | 8 | sick |
| 3-4-40 | 35.00 | 21 | sick |
| 5-27-40 | 35.00 | .. | no card, vacation |
| 6-3-40 | 35.00 | .. | no card, vacation |
| 7-29-40 | 35.00 | 35 | sick |
| 12-16-40 | 35.00 | 28 | sick |
| 12-20-40 extra (no time worked) | 36.40 | | |

| Employees<br>Weeks ending | Wages | Hours<br>Worked | Explanation |
|---|---|---|---|
| **Helen Maureen McCune Lovell:** | | | |
| 11-28-38 | 18.00 | 29 | no explanation |
| 12-26-38 | 18.00 | 36 | holiday |
| 6-19-39 | 18.00 | 40 | vacation 1 day |
| 9-18-39 | 18.00 | 36 | vacation 1 day |
| 9-25-39 | 18.00 | 8 | vacation 5 days |
| 11-27-39 | 18.00 | 36 | holiday |
| 12-11-39 | 18.00 | 30 | honeymoon |
| 12-19-39 extra (no time | 18.00 | | |
| 12-25-39 worked) | 18.00 | 36 | holiday |
| 1-1-40 | 18.00 | 36 | holiday |
| 1-8-40 | 18.00 | 39 | no explanation |
| 1-29-40 | 18.00 | 29 | sick 2½ days |
| 7-8-40 | 18.00 | 35 | holiday |
| 7-22-40 | 18.00 | .. | vacation |
| 7-29-40 | 18.00 | .. | vacation |
| 8-5-40 | 18.00 | 8 | vacation 5 days |
| 11-4-40 | 18.00 | 37½ | no explanation |
| 11-25-40 | 18.00 | 34 | holiday |
| 12-20-40 extra (no time | 18.70 | | |
| 12-30-40 worked) | 18.00 | 32½ | holiday |
| 1-6-31 | 18.00 | 35 | holiday |
| **Bernice Vickers:** | | | |
| 12-26-38 | 25.00 | 32 | 2 holidays |
| 2-6-39 | 27.00 | 40 | sick 1 day |
| 4-3-39 | 25.00 | 8 | sick 5 days |
| 6-5-39 | 25.00 | 36 | vacation 1 day |
| 6-12-39 | 25.00 | .. | vacation 6 days |
| 6-19-39 | 25.00 | 8 | vacation 5 days |
| 11-27-39 | 27.50 | 36 | holiday |
| 12-21-39 extra (no time | 27.50 | | |
| 12-25-39 worked) | 27.50 | 36 | holiday |
| 1-1-40 | 27.50 | 36 | holiday |
| 1-29-40 | 27.50 | 20 | sick 3 days |
| 2-5-40 | 27.50 | 8 | sick 5 days |

| Employees Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **Bernice Vickers (Continued)** | | | |
| 4-22-40 | 27.50 | 32 | sick 2 days |
| 5-6-40 | 27.50 | 36 | 1½ days off |
| 7-8-40 | 27.50 | 12 | vacation 4 days |
| 7-15-40 | 27.50 | .. | vacation 4 days |
| 7-22-40 | 27.50 | 24 | vacation 2 days |
| 11-25-40 | 27.50 | 34¾ | holiday |
| 12-20-40 extra (no time worked) | 28.65 | | |
| **Early Walker:** | | | |
| 12-26-38 | 18.90 | 40 | holiday |
| 9-5-39 | 18.90 | .. | vacation |
| 9-12-39 | 18.90 | .. | vacation |
| 9-19-39 | 18.90 | 24 | 3 days off |
| 12-21-39 extra (no time worked) | 18.90 | | |
| 7-23-40 | 18.90 | .. | vacation 6 days |
| 7-30-40 | 18.90 | 8 | vacation 5 days |
| 12-20-40 extra (no time worked) | 19.65 | | |
| **Joe A. Greely:** | | | |
| 7-17-39 | 16.00 | 32 | vacation 2 days |
| 7-24-39 | 16.00 | .. | vacation 6 days |
| 7-31-39 | 16.00 | 24 | vacation 4 days |
| 12-21-39 extra (no time worked) | 16.00 | | |
| 8-5-40 | 16.00 | 40 | vacation 1 day |
| 8-12-40 | 16.00 | .. | vacation 6 days |
| 8-19-40 | 16.00 | 12 | vacation 5 days |
| 12-2-40 extra (no time worked) | 16.65 | | |
| **Clifton B. Mills:** | | | |
| 11-28-38 | 37.50 | 24 | 3 days off |
| 12-26-38 | 37.50 | 16 | 4 days off sick |

| Employees<br>Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **Clifton B. Mills (Continued)** | | | |
| 4-3-39 | 37.50 | 40 | 1 day off |
| 6-26-39 | 30.00 | .. | vacation 6 days |
| 7-3-39 | 40.00 | .. | vacation 6 days |
| 12-4-39 | 40.00 | 25 | 3 days off |
| 12-21-39 extra (no time | 40.00 | | |
| 1-29-40 worked) | 42.50 | .. | vacation 6 days |
| 8-5-40 | 42.50 | .. | vacation 6 days |
| 12-25-40 | 42.50 | 30½ | 2 days off |
| 12-20-40 extra (no time | 43.05 | | |
| 1-13-41 worked | 42.50 | 41½ | 1 day off |
| **B. C. Monroe:** | | | |
| 5-1-39 | 29.50 | 32 | illness in family |
| 7-10-39 | 32.50 | .. | vacation 6 days |
| 7-17-39 | 32.50 | .. | vacation 6 days |
| 12-21-39 extra (no time | 32.50 | | |
| 12-25-39 worked) | 32.50 | 40 | holiday |
| 4-29-40 | 32.50 | 40 | 1 day off, out of city |
| 6-10-40 | 32.50 | .. | vacation 6 days |
| 6-17-40 | 32.50 | .. | vacation 6 days |
| 9-16-40 | 34.00 | 16 | 4 days off, mother's illness |
| 9-23-40 | 34.00 | .. | 6 days off, mother's illness |
| 10-14-40 | 34.00 | 24 | 3 days off |
| 12-20-40 extra | 34.65 | | |
| **Harrill Eastus:** | | | |
| 6-12-39 | 18.00 | .. | no card, vacation 6 days |
| 6-19-39 | 18.00 | 22½ | 3 days off |
| 7-10-39 | 18.00 | 30 | 2 days off |
| 11-13-39 | 18.00 | 37½ | 1 day off |
| 11-20-39 | 18.00 | 37½ | 1 day off sick |
| 11-27-39 | 18.00 | 37½ | 1 day off sick |
| 12-21-39 extra (no time | 18.00 | | |
| 2-12-40 worked) | 18.00 | 37½ | 1 day off sick |
| 4-8-40 | 19.20 | 39½ | 1 day off sick |

| Employees<br>Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **Harrill Eastus (Continued)** | | | |
| 5-13-40 | 18.00 | .. | vacation 6 days |
| 7-15-40 | 18.00 | 26 | 2½ days off sick |
| 7-22-40 | 18.00 | 19½ | 3½ days off sick |
| 7-29-40 | 18.00 | .. | 6 days off sick |
| 9-23-40 | 18.00 | 22½ | 3 days off sick |
| 10-14-40 | 18.00 | 25½ | 2½ days off sick |
| 10-21-40 | 18.00 | .. | 6 days off sick |
| 10-28-40 | 18.00 | 40 | 1 day off sick |
| 11-25-40 | 21.00 | 42½ | 1 day off holiday |
| 12-2-40 | 18.00 | 34 | 1½ days off sick |
| 12-20-40 extra (no time | 20.65 | | |
| 12-30-40 worked) | 18.00 | 30½ | 2 days off |
| **Richard West:** | | | |
| 3-6-39 | 35.00 | 32 | sick 2 days |
| 3-13-39 | 35.00 | .. | sick 6 days |
| 3-20-39 | 35.00 | .. | sick 6 days |
| 3-27-39 | 35.00 | .. | sick 6 days |
| 4-3-39 | 35.00 | .. | sick 6 days |
| 11-13-39 | 35.00 | 17 | vacation 4 days |
| 11-27-39 | 35.00 | 39 | holiday |
| 12-21-39 extra (no time | 35.00 | | |
| 12-25-39 worked) | 35.00 | 40 | holiday |
| 1-1-40 | 35.00 | 39 | holiday |
| 2-5-40 | 35.00 | 31 | vacation 2 days |
| 3-5-40 | 40.00 | 20 | sick 2 days |
| 7-8-40 | 40.00 | 36 | holiday |
| 7-22-40 | 40.00 | .. | vacation |
| 7-29-40 | 40.00 | 8 | vacation 5 days |
| 11-4-40 | 40.00 | 34 | quit - pd. full week |
| **J. Leonard Brewer:** | | | |
| 12-26-38 | 22.50 | 38 | holiday |
| 7-10-39 | 25.50 | 3½ | vacation 6 days |
| 7-17-39 | 25.50 | 4 | vacation 6 days |

| Employees Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **J. Leonard Brewer (Continued)** | | | |
| 11-6-39 | 25.50 | 40 | 1 day sick |
| 11-27-39 | 25.50 | 39 | holiday |
| 12-21-39 extra (no time | 23.00 | | |
| 12-25-39 worked) | 25.50 | 38 | holiday |
| 3-18-40 | 30.50 | .. | no card |
| 7-8-40 | 30.50 | 37 | vacation 1 day |
| 7-15-40 | 30.50 | 3 | vacation 6 days |
| 7-22-40 | 30.50 | 10½ | vacation 5 days |
| 10-21-40 | 30.50 | 36½ | no explanation |
| 11-25-40 | 30.50 | 35¾ | holiday |
| 12-20-40 extra (no time | 31.55 | | |
| worked) | | | |
| **John Newnam:** | | | |
| 12-26-38 | 15.00 | 33½ | 2 holidays |
| 7-3-39 | 15.00 | 37 | vacation 1 day |
| 7-10-39 | 15.00 | .. | vacation 6 days |
| 7-17-39 | 15.00 | 8 | vacation 5 days |
| 12-21-39 extra (no time | 16.00 | | |
| 12-25-39 worked) | 16.00 | 37 | holiday |
| 3-25-40 | 18.00 | 40 | no card, 1 day sick |
| 6-17-40 | 18.00 | 37½ | vacation 1 day |
| 6-24-40 | 18.00 | .. | vacation 6 days |
| 7-1-40 | 18.00 | .. | vacation 6 days |
| 7-8-40 | 18.00 | 37½ | holiday |
| 9-16-40 | 18.00 | 30 | vacation 2 days |
| 11-4-40 | 18.00 | 37½ | sick 1 day |
| 11-25-40 | 18.00 | 32 | holiday |
| 12-20-40 extra (no time | 18.70 | | |
| 12-30-40 worked) | 18.00 | 37½ | holiday |
| 1-6-41 | 18.00 | 38 | holiday |
| **D. W. Martin:** | | | |
| 12-26-38 | 11.00 | 36 | holiday |
| 8-7-39 | 11.00 | .. | vacation 6 days |

| Employees<br>Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **D. W. Martin (Continued)** | | | |
| 8-14-39 | 11.00 | 14 | vacation 3 days |
| 11-27-39 | 12.60 | 35 | holiday |
| 12-21-39 extra (no time | 12.60 | .. | |
| 12-25-39 worked) | 12.60 | 34 | holiday |
| 12-31-39 | 12.60 | 35 | holiday |
| 1-22-40 | 12.60 | 14 | sick 4 days |
| 3-5-40 | 15.30 | 32 | no explanation |
| 8-5-40 | 15.30 | .. | vacation |
| 8-12-40 | 15.30 | .. | vacation |
| 8-19-40 | 15.30 | .. | vacation |
| 8-27-40 | 15.30 | 7½ | vacation 5 days |
| 11-11-40 | 15.60 | 30 | 2 days army leave |
| 12-20-40 extra (no time worked) | 13.65 | | |
| **Charles M. Wilson:** | | | |
| 12-26-38 | 23.50 | 32 | 2 holidays |
| 5-15-39 | 30.00 | 36½ | vacation 1 day |
| 5-22-39 | 30.00 | .. | vacation 6 days |
| 5-29-39 | 30.00 | 8 | vacation 5 days |
| 11-27-39 | 30.00 | 36½ | holiday |
| 12-21-39 extra (no time | 30.00 | | |
| 12-25-39 worked) | 30.00 | 32 | holiday with 1 extra day |
| 1-1-40 | 30.00 | 40 | holiday |
| 6-10-40 | 37.50 | 35½ | vacation 1 day |
| 6-17-40 | 37.50 | .. | vacation 6 days |
| 6-24-40 | 37.50 | 8 | vacation 5 days |
| 7-8-40 | 37.50 | 34½ | holiday |
| 9-16-40 | 37.50 | 34 | no explanation |
| 11-25-40 | 37.50 | 34 | holiday |
| 12-20-40 extra (no time | 37.15 | | |
| 12-30-40 worked) | 37.50 | 38 | holiday |
| **Nathan Fair:** | | | |
| 4-15-39 | 20.40 | 24 | 3 days sick |
| 7-24-39 | 20.40 | .. | vacation |

| Employees<br>Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **Nathan Fair (Continued)** | | | |
| 7-31-39 | 20.40 | .. | vacation |
| 12-21-39 extra (no time | 20.40 | | |
| 7-21-40 worked) | 20.40 | .. | vacation |
| 12-20-40 extra (no time worked) | 21.20 | | |
| **Robert Mountique:** | | | |
| 3-25-39 | 15.00 | 30 | sick 2 days |
| 11-25-39 | 15.00 | .. | vacation |
| 6-12-39 | 15.00 | 32½ | sick 2 days |
| 12-2-39 | 15.00 | | no card, sick 6 days |
| 12-21-39 extra (no time | 15.00 | | |
| 3-11-40 worked | 15.00 | | no card (44 hrs.) |
| 6-17-40 | 15.00 | | no card vacation 6 days |
| 6-24-40 | 15.00 | | no card vacation 6 days |
| 12-20-40 extra (no time worked) | 16.40 | | |
| **Roy Conkle:** | | | |
| 12-4-39 | 26.50 | 29½ | sick 2 days |
| 12-21-39 extra (no time | 26.50 | | |
| 12-25-39 worked) | 26.50 | 36¾ | holiday |
| 6-17-40 | 26.50 | .. | vacation |
| 6-24-40 | 26.50 | .. | vacation |
| 12-20-40 extra (no time worked) | 27.55 | | |
| **Hal Morrow:** | | | |
| 8-21-39 | 30.00 | .. | vacation |
| 8-28-39 | 30.00 | .. | vacation |
| 12-21-39 extra (no time | 30.00 | | |
| 7-15-40 worked) | 30.00 | .. | vacation 6 days |
| 7-22-40 | 30.00 | .. | vacation 6 days |
| 12-20-40 extra (no time worked) | 31.20 | | |

| Employees Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **Kenlen Bates Crannell:** | | | |
| 7-10-39 | 60.00 | 8 | vacation 5 days |
| 7-17-39 | 60.00 | .. | vacation 6 days |
| 7-24-39 | 60.00 | .. | sick |
| 7-31-39 | 60.00 | .. | " |
| 8-7-39 | 60.00 | .. | " |
| 8-14-39 | 60.00 | .. | " |
| 8-21-39 | 60.00 | .. | " |
| 8-28-39 | 60.00 | .. | " |
| 9-4-39 | 60.00 | .. | " |
| 9-11-39 | 60.00 | .. | " |
| 9-18-39 | 60.00 | 12 | " |
| 9-25-39 | 60.00 | 24 | " |
| 10-2-39 | 60.00 | 24 | " |
| 10-9-39 | 60.00 | 20 | " |
| 10-16-39 | 60.00 | 24 | " |
| 10-23-39 | 60.00 | 24 | " |
| 10-30-39 | 60.00 | 24 | " |
| 11-6-39 | 60.00 | 24 | " |
| 11-13-39 | 60.00 | 24 | " |
| 11-20-39 | 60.00 | 24 | " |
| 11-27-39 | 60.00 | 20 | " |
| 12-4-39 | 60.00 | 24 | " |
| 12-11-39 | 60.00 | 24 | " |
| 12-18-39 | 60.00 | 24 | " |
| 12-21-39 extra (no time | 60.00 | | |
| 12-25-39 worked) | 60.00 | 20 | " |
| 12-31-39 | 60.00 | 27 | " |
| 1-8-40 | 60.00 | 28 | " |
| 1-15-40 | 60.00 | 30 | " |
| 1-22-40 | 60.00 | 29 | " |
| 1-29-40 | 60.00 | 29 | " |
| 2-5-40 | 60.00 | 30 | " |
| 2-12-40 | 60.00 | 32 | " |
| 2-19-40 | 60.00 | 32 | " |
| 2-26-40 | 60.00 | 35 | " |
| 3-4-40 | 60.00 | 30 | " |

| Employees<br>Weeks ending | Wages | Hours<br>Worked | Explanation |
|---|---|---|---|
| Kenlen Bates Crannell (Continued) | | | |
| 3-11-40 | 60.00 | 34 | " |
| 3-18-40 | 60.00 | 34 | " |
| 3-25-40 | 60.00 | 34 | " |
| 8-5-40 | 60.00 | 35 | vacation 1 day |
| 8-12-40 | 60.00 | 7 | vacation 5 days |
| 12-20-40 extra (no time | 62.40 | | |
| 1-29-41 | 60.00 | 26 | vacation 2 days |
| Cyrus C. Anderson: | | | |
| 12-26-38 | 42.50 | 37½ | holiday |
| 5-15-39 | 42.50 | 39 | vacation 1 day |
| 5-22-39 | 42.50 | .. | vacation 6 days |
| 5-29-39 | 42.50 | 11½ | vacation 5 days |
| 2-26-40 | 45.00 | 24 | sick 3 days |
| 5-20-40 | 52.50 | 42½ | vacation 1 day |
| 5-27-40 | 52.50 | 8 | vacation 5 days |
| 8-19-40 | 52.50 | 8 | vacation 5 days |
| 11-25-40 | 52.50 | 37½ | holiday |
| 12-20-40 extra (no time | 53.05 | | |
| 12-30-40 worked) | 52.50 | 32½ | holiday |
| 1-6-41 | 52.50 | 14 | sick 4 days |
| 12-21-39 extra (no time worked) | 45.00 | | |
| Louise Bass: | | | |
| 5-15-39 | 4.00 | 6 | |
| | 22.00 | 40 | |
| 5-22-39 | 20.00 | .. | vacation 6 days |
| 5-29-39 | 20.00 | .. | vacation 6 days |
| 12-21-39 extra (no time | 20.00 | | |
| 8-26-40 worked) | 20.00 | .. | vacation 6 days |
| 9-2-40 | 20.00 | .. | vacation 6 days |
| 11-25-40 | 22.00 | 3 | |
| | | 37 | holiday |
| 12-20-40 extra (no time | 23.00 | | |
| 12-30-40 worked) | 22.00 | 3 | |
| | | 38 | holiday |

| Employees<br>Weeks ending | Wages | Hours Worked | Explanation |
|---|---|---|---|
| **J. E. Lockhart, Jr.:** | | | |
| 10-31-38 | 25.00 | 41½ | 1 day funeral |
| 12-12-38 | 27.50 | 39½ | 1½ day sick |
| 12-26-38 | 27.50 | 41 | holiday |
| 6-5-39 | 32.50 | 43 | 1 day off |
| 8-14-39 | 30.00 | 40 | 1 day vacation |
| 8-21-39 | 30.00 | .. | vacation |
| 8-28-39 | 32.50 | 8 | vacation 5 days |
| 11-27-39 | 32.50 | 37½ | holiday |
| 12-21-39 extra (no time | 30.00 | | |
| 12-25-39 worked) | 32.50 | 37 | holiday |
| 2-5-40 | 32.50 | 36½ | 1 day off |
| 5-6-40 | 32.50 | 38½ | vacation 1 day |
| 5-13-40 | 30.00 | .. | vacation 6 days |
| 5-20-40 | 32.50 | 13 | vacation 5 days |
| 11-18-40 | 37.50 | 26½ | 1 holiday, 2 days vacation |
| 12-20-40 extra (no time | 35.05 | | |
| 1-20-41 | 37.50 | 41½ | holiday |

DEFENDANT'S EXHIBIT No. 4

WFAA Employees

| Employees | Christmas Bonus | | Sick Absences | |
|---|---|---|---|---|
| | 1939 | 1940 | 1939 | 1940 |
| W. Hal Thompson | 42.50 | 47.60 | 4 days | 34 days |
| J. Loran Wicker | 45.00 | 48.68 | 38 " | 25 " |
| Olin S. Brown | 45.00 | 48.27 | 3 " | 0 " |
| Mary Louise Crowdus | not with us | 9.95 | | 0 " |
| Eugene S. Martin | 30.00 | 32.90 | 0 | 0 |
| James S. Alderman | 45.00 | 48.68 | 83 | 0 |
| Denton Eudell Martin | 20.00 | 21.68 | 1 | 5 |
| Cecil I. Hartsell | 50.00 | 52.99 | 8 | 5 |
| Teddy P. DeHay | 30.00 | 33.08 | 0 | 0 |
| William C. Ellis | 55.00 | 57.29 | 17 | 14 |
| Arthur C. Kuehn | 45.00 | 48.18 | 0 | 0 |
| Velma Boyce | 35.00 | 37.26 | 20 | 10 |
| T. W. Sharpe | not with us | 14.14 | 0 | 0 |
| James Orville Raines | 17.50 | 22.75 | 2 | 4 |
| Charles D. Armentrout | 35.00 | 48.76 | 8 | 0 |

In general, absences shown reflect absences on account of sickness only, and do not cover absences for other reasons.

Each employee was allowed two weeks' vacation each year.

Holidays were observed July 4, Thanksgiving, Christmas, New Year's, with only skeleton staff at work. Wherever an employee worked Christmas, he was allowed a holiday New Year's Day, and vice-versa.

Judgment.

Filed February 19, 1941.

On February 3, 1941, the above styled and numbered cause came on for hearing and all parties having appeared and announced ready for trial, the court heard the evidence and arguments of counsel, and being fully advised, does find that the facts and the law are with the defendant and against the plaintiff and so does order, adjudge and decree that the said cause be, and the same is hereby, dismissed with prejudice. Further, it is ordered that no costs herein shall be taxed against the defendant. To all such actions of the court the plaintiff duly excepted.

Rendered February 4, 1941.

Wm. H. Atwell
United States District
Judge Presiding.

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Court's Oral Remarks on February 19, 1941, upon signing and entering the formal judgment.

Filed—Feb. 19th, 1941.

THE COURT: I have gone over these judgments, and while I was of the opinion, and am still of the opinion, that the judgment in No. 301 is somewhat prolix, I cannot criticize it as being unresponsive to the issues made by the pleadings.

As has been stated by the attorney for the Administrator, at the conclusion of the testimony in the combined cases, the court felt that Mr. Street's acts, as an individual, should be enjoyed. At the time of making that announcement, I did not know the pleading of the disclaimer by him. I was later advised of that fact. His disclaimer, I do not conceive, would deprive him of his right to stand upon his original motion to dismiss; that motion having been ruled by the court, against him. As the court shall proceed by those pleadings, he does not

lose appellate rights on his motion to dismiss. He has a right to have everything the court did, reviewed. If the court made an error in ruling that the plaintiff had a right to sue him as he had a right to sue it under the Act for its employees, then that error would be remedied by the other court.

As I see the case, and we sometimes see it through colored glasses, Mr. Street had that individual right to represent individual employees the same as I have, or, you have, or, anyone has. An employee may choose such representatives as they wish. As I said before, whether his superior would permit him to act in that capacity, is another matter, and a matter over which this court has no jurisdiction.

He, herefore, being a party, there is nothing for the court to do but act in the subsequent movements in accordance with the pleadings. He comes in and says, "I disclaim." He is entitled to be protected on that disclaimer. No costs go against him. If the court is correct in its preliminary ruling, then he is done. If the court is incorrect in its preliminary ruling, he will have his cost in that proceeding.

I think this judgment is all right, gentlemen. I mean, it expresses the judgment of the court on the various proceedings.

I do not think it fair in the judgment to take away from the plaintiff in one case, and from the defendant in another case. But, in the victory it won, if it won a correct victory, it is entitled to all the fruits of that vicory. If it has not won a victory, it is not entitled to it. This should all be expressed in the judgment. I mean all that was done here.

I consider it a very interesting case, and a case that I think has been ruled justly as between employer and employee, and we will find out whether or not it has been.

Filed Feb. 19, 1941, at 3 o'clock P.M.

**STIPULATION relating to exhibits marked "Plaintiff's Exhibits Nos. 14, 15, 20, 21, 22 and 23", and Defendant's Exhibit No." Filed March 14, 1941.**

It is hereby, for the purpose of abbreviating the record on appeal, stipulated and agreed by and between the parties in the above-styled cause:

I.

That the exhibit marked Defendant's Exhibit No. 1, a copy of the employees' newspaper, Sparks, may be omitted from said record, and in lieu thereof insert in said record the following: "A copy of the newspaper, Sparks, published by the employees of The Dallas Morning News, dated January 28, 1941; such copy of such newspaper being described on the second page as follows:

'SPARKS—an independent employees' magazine, published once a week by and for employees of the A. H. Belo Corporation and their families. The News management is not responsible for any material which may appear in Sparks'; such copy of such newspaper containing in a column headed 'Letters' the following:

> 'SPARKS: One year ago, Jan. 25, I came to Dallas and The News, a stranger looking for a job. I am still grateful for the opportunity this paper offered me. It's been just a year but I feel like it has been five—I have come to feel so much at home here.
>
> 'There was no razzing of the greenhorn and his mistakes those first few months. Rather, there was a friendly, helpful hand extended on all sides. There was no aloofness on the part of staff members. Instead, a warm and valued acquaintanceship was offered. This spirit even seemed to be reflected in the citizenry of Dallas itself.
>
> 'With so many of The News family observing their twenty-first birthday each passing week, the first birthday of a cub reporter is insignificant.

Nevertheless, to The News and fellow Round Tables I want to say, "Thanks".

VAUGN M. BRYANT:'

and containing on Page 2, in two-column box, the following:

'The One-Year Man

'In another space on this page is reproduced a letter from a Sparks reader who has just completed a year with The Dallas Morning News. It contains an expression of his feelings, simply put, that strikes deep into the spirit of the institution of which The News is the center and of which he is a part.

'There are numbers of News employees who have passed twenty-one years of association. There are others whose service is measured in months, weeks or days. Between the newest addition to the personnel and those with twenty, thirty, forty or more years there is a great difference in ages, in outlook. But all of them, from the one-year man through the great mass of employees who range between that and several decades of service, have the same spirit.

'One could invoke a thoughtful Lincoln to put that spirit into words, a golden-voiced Roosevelt to tell in sonorous tones of its permanence. Yet neither, at the peak of inspiration, would achieve the desired effect.

'The thing that made the one-year man arrive in these twelve months at the fact that he had been accepted as one of a group who numbered among them men and women of ripe years is the thing that makes The News, WFAA and KGKO able to have a Round Table. An employee is put on his own when he comes here. If he has the stuff, he stays and is accepted by his fellow employees. If he doesn't have the stuff he doesn't stay and there is no question of acceptance. He goes and is soon forgotten.

'It is nice to know that among the many who have come here through the years, few have gone into the forgotten group.'"

and containing on page 4, in three columns, the following article:

'Ask the AP—And Giant Force Goes to Work

'Staff Writer Tells How It Serves News

'Co-operative Runs Down Stories Asked by Member Papers

'(Editor's Note.—This, the first of two articles, dwells on the co-operation between The Dallas Morning News and the Associated Press. A later one will outline the functions of the Associated Press Texas Bureau, which has offices in The News Building.)

'By L. C. Sloan.

Associated Press Staff.

'In The Dallas News city room hang two framed placards which outline membership relations with the Associated Press.

'They read in part:

'"This paper is an integral part of the Associated Press and the Associated Press is an integral part of this paper.

'"Wholehearted co-operation is the key to our relations with the Associated Press and its representatives. To all intents and purposes each of the employees of this paper is working for the Associated Press and each Associated Press employee is working for this paper."

'Each March 15 G. B. Dealey's first dictation of the day is a memorandum to his managing editor asking confirmation that the placards are in their accustomed places. Mr. Dealey has in his files the memoranda and replies for many years.

'Thus he sees to it personally that The News always has before it these reminders:

'1. That it is an active member, not a sub-

scriber or a client, of the co-operative association of 1,400 newspapers.

'AP Men are Newsmen, Too.

'2. That it has vested rights in the Associated Press for which, as every other member paper, it assumes definite obligations. (In the editorial page mast head of The Dallas Morning News the following notice appears daily: "The Associated Press is exclusively entitled to use for publication all news dispatches credited to it or not otherwise credited in this paper and local news of spontaneous origin published herein.)

'3. That every reporter on every other Associated Press member paper is a potential reporter for The Dallas News.

' "Eternal vigilance is the price of liberty," Mr. Dealey says.

'His vigilance probably has much to do with fostering co-operation between the staffs of The News and the Dallas Associated Press Bureau.

'It is the purpose here to explain something of how they work together.

'All alert newspaperfolk are aware that the task of the Associated Press is the swift collection and distribution of accurate, reliable, impartial information—the important news of the world.

'They know the Associated Press is exclusively entitled to the local news appearing in member papers.

'But unless they have had occasion to use Associated Press facilities, some may not know fully how far beyond important world news the organization functions in helping its members provide each other with information of a regional or purely local nature.

' "Ask the AP" is a familiar notation on memoranda flowing from various departments of The Dallas News across the desks of the noisy Associated Press office in the southeast corner of the city room.

'Many Requests Handled.

'Managing Editor Harry Withers may want to print what some Dallas leader says at a Methodist Church meeting in Tennessee. Sports Editor Charles Burton may need the score of Dallas players in a California golf tournament. City Editor Ted Barrett may hear that a Dallas hotel has been sold by a Chicago corporation, and want Chicago to investigate.

'Scores of requests like these are handled daily from Texas members.

'An instance of what AP members do for each other occurred recently when Reporter Harry McCormick heard that the New Orleans Federal Court of Appeals had handed down a decision involving a prominent Dallas financier.

'McCormick's request for confirmation was relayed through Shreveport to the New Orleans bureau. That bureau replied the court records were locked up and the story would be available the following day.

'Dallas then messaged that it was highly important that The News get the story that night and suggested a telephone call to the court clerk. The New Orleans bureau asked a member paper to help. A reporter was assigned to the story and got enough information from the clerk to enable McCormick to write a top story for The News.

'Not News in New Orleans.

'The case was of no news value in New Orleans and in all probability the newspaper there didn't run a line on it.

'The Dallas News city desk frequently performs for other member papers the same sort of service it received from New Orleans. Great files of such exchanges of requests accumulate over the nation daily.

'The Dallas and New Orleans cooperation is emphasized because the setups are parallel in that

staffs of the member papers and the Associated Press work in the same offices.

'Many other member newspapers have no AP staff men in their offices and their own editors must prepare and file on the wires their requests and the information they provide for others.'"

II.

That original copies of Interpretative Bulletin No. 4, entitled "Maximum Hours and Overtime Compensation," issued by the office of the Administrator of the Wage and Hour Division, U. S. Department of Labor, marked Plaintiff's Exhibit No. 24, may be inserted in said record in lieu of photostatic or typewritten copies thereof;

III.

That of the three photostatic copies of advertisements published by the A. H. Belo Corporation in Editor and Publisher magazine, marked Plaintiff's Exhibit No. 14, only the advertisement published in the issue of said magazine dated January 28, 1939, shall be included in said record, and in lieu of the other copies of said advertisements the following description shall be inserted in said record: "The advertisements published in the January 27, 1940, issue of said Editor and Publisher magazine are similar in nature to the advertisement published in the January 28, 1939, issue of said magazine;

IV.

That the exhibit marked Plaintiff's Exhibit No. 15, a copy of The Retail News, may be omitted from said record, and in lieu thereof insert in said record the following description: "A copy of The Retail News dated September-October, 1940";

V.

That original copies of the booklet entitled "Making a Metropolitan Newspaper," published by A. H. Belo

Corporation, marked Plaintiff's Exhibit No. 20, will be furnished by said A. H. Belo Corporation and said original copies may be inserted in said record in lieu of photostatic or typewritten copies thereof;

VI.

That the exhibit marked Plaintiff's Exhibit No. 21, a copy of The Semi-Weekly Farm News, may be omitted from said record, and in lieu thereof insert in said record the following description: "A copy of The Semi-Weekly Farm News dated September 24, 1940";

VII.

That the exhibit marked Plaintiff's Exhibit No. 22, a copy of The Dallas Morning News, may be omitted from said record, and in lieu thereof insert in said record the following description: "A copy of The Dallas Morning News dated August 20, 1940";

VIII.

That original copies of Title 29, Chapter V, Code of Federal Regulations, Part 516, promulgated by the Administrator of the Wage and Hour Division, U. S. Department of Labor, marked Plaintiff's Exhibit No. 23, may be inserted in said record in lieu of photostatic or typewritten copies thereof.

DATED this the 14th day of March, 1941.

Attorneys for A. H. Belo Corporation, Defendant,

Locke, Locke, Dyer & Purnell

Adair Dyer
Maurice E. Purnell

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Llewellyn B. Duke
Regional Attorney

George B. Searls

George B. Searls
Senior Attorney

Robert W. Richards

Robert W. Richards
Assistant Attorney

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STIPULATION relating to the exhibits marked "Plaintiff's Exhibits Nos. 6, 7, and 8.

Filed March 14, 1941.

It is hereby, for the purpose of abbreviating the record on appeal, stipulated and agreed by and between the parties in the above-styled cause:

I.

That this stipulation is to be included in the record on appeal in lieu of the exhibits described and numbered as Plaintiff's Exhibits 6, 7, and 8, with the same effect

and for all purposes as if such exhibits were included and set out in full in said record.

II.

That Plaintiff's Exhibits Nos. 6 and 7 include letters issued by the A. H. Belo Corporation on or about October 22, 1938, to certain of its employees over the signature of its president, G. B. Dealey, the receipt of which was acknowledged in writing by said respective employees. That all such letters issued on or about October 22, 1938, were in the following form, the only variations being the necessary ones as to name of employee, amount of "basic rate of pay" and amount of "sum not less than ----------":

"G. B. Dealey, Pres.
James M. Moroney, Sec. and Treas.
Ted Dealey, Vice-Pres.
The Dallas Morning News
The Dallas Semi-Weekly Farm News
Texas Almanac and State Industrial Guide

Office of
G. B. Dealey
President

Owners and Operators of
Radio Station WFAA
THE DALLAS MORNING NEWS
DALLAS, TEXAS

October 22, 1938

James S. Alderman
Station WFAA
Dallas Texas

Dear Sir:—

The Fair Labor Standards Act which goes into effect on October 24, 1938, provides for the following minimum wages and maximum hours of employment:

First year—25¢ per hour minimum
44 hours maximum per week

Second year—30¢ per hour minimum
42 hours maximum per week

Third year—40¢ per hour minimum
40 hours maximum per week

except that employees may work more than the number of hours specified above, provided that overtime rates shall be a minimum of one and one-half times the basic rate.

In order to conform our employment arrangements to the scheme of the Act without reducing the amount of money which you receive each week, we advise that from and after October 24, 1938, your basic rate of pay will be .... 67 .... cents per hour for the first forty-four hours each week, and that for time over forty-four hours each week you will receive for each hour of work not less than one and one-half time such basic rate above mentioned, with a guaranty on our part that you shall receive weekly, for regular time and for such overtime as the necessities of the business may demand, a sum not less than $40.00.

Very truly yours,

G. B. DEALEY
President

Mr. G. B. DEALEY:

This will acknowledge receipt of your letter of October 22nd concerning wages and hours effective October 24, 1938.

(signed) James S. Alderman"

That said Plaintiff's Exhibits Nos. 6 and 7 include letters issued to the employees hereinafter listed, on the dates indicated, and containing the respectively indicated statements as to the "basic rate of pay" and "sum not less than....." for said employees:

| Name | Date | "Basic rate" | "Sum not less than ....." | |
|---|---|---|---|---|
| *James S. Alderman | 10-22-38 | $0.67 | $40.00 | (1) |
| Cyrus C. Anderson | 10-22-38 | 0.67 | 40.00 | (2) |
| *Charles D. Armentrout | 10-22-39 | 0.59 | 35.00 | (3) |
| O. L. Bagwell | 10-22-38 | 0.45 | 26.75 | (4) |
| Byron Bates, Jr. | 10-22-38 | 0.25 | 14.50 | (5) |
| Mrs. Audrey Batts | 10-22-38 | 0.26 | 15.50 | (6) |
| *Velma Boyce | 10-22-38 | 0.59 | 35.00 | (7) |
| J. Leonard Brewer | 10-22-38 | 0.34 | 20.00 | (8) |
| *Olin S. Brown | 10-22-38 | 0.71 | 42.50 | (9) |
| Roosevelt Burleson | 10-22-38 | 0.25 | 15.00 | (10) |
| K. B. Crannell | 10-22-38 | 1.00 | 60.00 | (11) |
| E. Paul Crume | 10-22-38 | 0.46 | 27.50 | (12) |
| *Teddy P. DeHay | 10-22-38 | 0.50 | 30.00 | (13) |
| Harrill Eastus | 10-22-38 | 0.25 | 15.00 | (14) |
| *William C. Ellis | 10-22-38 | 0.92 | 55.00 | (15) |
| Nathan Fair | 10-22-38 | 0.34 | 20.40 | (16) |
| Joe A. Greeley | 10-22-38 | 0.27 | 16.00 | (17) |
| *Cecil I. Hartsell | 10-22-38 | 0.84 | 50.00 | (18) |
| Kay Lewis | 10-22-38 | 0.59 | 35.00 | (19) |
| J. E. Lockhart, Jr. | 10-22-38 | 0.42 | 25.00 | (20) |
| D. W. Martin | 10-22-38 | 0.25 | 10.00 | (21) |
| *D. Eudell Martin | 10-22-38 | 0.30 | 17.50 | (22) |
| Clifton B. Mills | 10-22-38 | 0.63 | 37.50 | (23) |
| Ruth Moffett | 10-22-38 | 0.29 | 17.00 | (24) |
| B. C. Monroe | 10-22-38 | 0.50 | 29.50 | (25) |
| Robert Montigue | 10-22-38 | 0.25 | 15.00 | (26) |
| Hal Morrow (Probably) | 10-22-38 | 0.48 | 28.00 | (27) |
| Maurine McCune (Helen McCune Lovell) | 10-22-38 | 0.30 | 18.00 | (28) |
| John Newnam | 10-22-38 | 0.25 | 15.00 | (29) |
| *James Orville Raines | 10-22-38 | 0.25 | 15.00 | (30) |
| T. J. Simmons | 10-22-38 | 0.67 | 40.00 | (31) |

| Name | Date | "Basic rate" | "Sum not less than....." |
|---|---|---|---|
| W. W. Snodgrass | 10-22-38 | 0.34 | 20.00 (32) |
| *W. Hal Thompson | 10-22-38 | 0.67 | 40.00 (33) |
| Bernice Vickers | 10-22-38 | 0.42 | 25.00 (34) |
| Early Walker | 10-22-38 | 0.32 | 18.90 (35) |
| Richard West | 10-22-38 | 0.50 | 30.00 (36) |
| *J. L. Wicker | 10-22-38 | 0.71 | 42.50 (37) |
| Chas. M. Wilson | 10-22-38 | 0.40 | 23.50 (38) |

(*Indicates employees at Station WFAA. Others listed are employed at place of business of The Dallas Morning News.)

III.

That Plaintiff's Exhibits Numbered 6 and 7 include letters issued by the A. H. Belo Corporation after October 24, 1938 to certain of its employees over the signature of its president, G. B. Dealey, the receipt of which was acknowledged in writing by said respective employees. That all such letters issued after October 24, 1938, were in the following form, the only variations being the necessary ones as to date, name of employee, amount of "basic rate of pay" and amount of "sum not less than.....":

"G. C. Dealey, Pres.
James M. Moroney, Sec. and Treas.
Ted Dealey, Vice-Pres.
The Dallas Morning News
The Dallas Semi-Weekly Farm News
Texas Almanac and State Industrial Guide

Office of
G. B. Dealey
President

Owners and Operators of
Radio Station WFAA
THE DALLAS MORNING NEWS
Oldest Business Institution in Texas

10/24/39

Cyrups C. Anderson

The Fair Labor Standards Act which went

into effect on October 24, 1938, provides for the following minimum wages and maximum hours of employment:

First year—25¢ per hour minimum
44 hours maximum per week

Second year—30¢ per hour minimum
42 hours maximum per week

Third year—30¢ per hour minimum
40 hours maximum per week

Sixth year—40¢ per hour minimum
40 hours maximum per week

except that employees may work more than the number of hours specified above, provided that overtime rates shall be a minimum of one and one-half times the basic rate.

In order to conform our employment arrangements to the scheme of the Act, your basic rate of pay will be 75 cents per hour for the maximum number of hours each week as specified by the Act, and that for time over the maximum number of hours per week specified you will receive for each hour of work not less than one and one-half time such basic rate above-mentioned, with a guaranty on our part that you shall receive weekly, for regular time and for such overtime as the necessities of the business may demand, a sum not less than $45.00.

Very truly yours,
G. B. DEALEY
President

Mr. G. B. DEALEY:

This will acknowledge receipt of your letter of Oct. 24, 1939 concerning wages and hours affecting my employment.

/s/ Cyrus C. Anderson

That said Plaintiff's Exhibits Nos. 6 and 7 included letters issued to the employees hereinafter listed on the dates indicated and containing the respectively indicated statements as to the "basic rate of pay" and "sum not less than_____" for said employees:

| Name | Date | "Basic rate" | "Sum not less than_____" | |
|---|---|---|---|---|
| *James S. Alderman | 1-30-41 | $0.84 | $50.00 | (1) |
| Cyrus C. Anderson | 10-24-39 | 0.75 | 45.00 | (2) |
| " " " | 5-14-40 | 0.88 | 52.50 | |
| *Charles D. Armentrout | 1-30-41 | 0.71 | 42.50 | (3) |
| O. L. Bagwell | 10-24-39 | 0.54 | 32.00 | (4) |
| Byron Bates, Jr. | 10-21-39 | 0.30 | 15.30 | (5) |
| " " " | 7-2-40 | 0.30 | 16.50 | |
| Mrs. Audrey Batts | 10-24-39 | 0.30 | 18.00 | (6) |
| *Velma Boyle | 1-30-41 | 0.63 | 37.50 | (7) |
| J. Leonard Brewer | 10-24-39 | 0.39 | 23.00 | (8) |
| " " " | 2-5-40 | 0.47 | 28.00 | |
| *Olin S. Brown | 10-27-39 | 0.75 | 45.00 | (9) |
| " " " | 1-30-41 | 0.84 | 50.00 | |
| Roosevelt Burleson | 10-24-39 | 0.30 | 15.00 | (10) |
| " " | 10-24-40 | 0.30 | 15.60 | |
| Roy Conkle | 5-30-39 | 0.45 | 26.50 | (11) |
| *Mary Louise Crowdus | 7-15-40 | 0.458 | 27.50 | (12) |
| E. Paul Crume | 10-24-39 | 0.59 | 35.00 | (13) |
| " " " | 1-23-40 | 0.67 | 40.00 | |
| *Teddy P. DeHay | 1-30-41 | 0.59 | 35.00 | (14) |
| Harrill Eastus | 10-24-39 | 0.30 | 18.00 | (15) |
| *William C. Ellis | 1-30-41 | 0.75 | 45.00 | (16) |
| " " " | 1-30-41 | 0.67 | 10.00 | |
| Joe A. Greeley | 10-24-39 | 0.30 | 16.00 | (17) |
| *Cecil I. Hartsell | 1-30-41 | 0.88 | 52.50 | (18) |
| J. E. Lockhart, Jr. | 10-24-39 | 0.50 | 30.00 | (19) |
| " " " " | 10-15-40 | 0.59 | 35.00 | |
| D. W. Martin | 10-23-39 | 0.30 | 12.60 | (20) |
| " " " | 2-5-40 | 0.30 | 15.30 | |
| *D. Eudell Martin | 10-24-39 | 0.333 | 20.00 | (21) |
| Clifton B. Mills | 10-24-39 | 0.67 | 40.00 | (22) |
| " " " | 6-11-40 | 0.71 | 42.50 | |

| Name | Date | "Basic rate" | "Sum not less than" | |
|---|---|---|---|---|
| Ruth Moffett | 10-24-39 | 0.30 | 18.00 | (23) |
| B. C. Monroe | 10-24-39 | 0.55 | 32.50 | (24) |
| " " " | 6-18-40 | 0.57 | 34.00 | |
| Robert Montigue | 10-24-39 | 0.30 | 15.00 | (25) |
| " " | 10-24-40 | 0.30 | 15.60 | |
| Hal Morrow | 5-30 39 | 0.50 | 30.00 | (26) |
| John Newnam | 10-25-39 | 0.30 | 16.00 | (27) |
| " " | 2-5-40 | 0.30 | 18.00 | |
| *James Orville Raines | 10-24-39 | 0.30 | 17.50 | (28) |
| | undated letter | | | |
| " " later than | 10-24-39 | 0.38 | 22.50 | |
| T. J. Simmons | 10-24-39 | 0.75 | 45.00 | (29) |
| " " " | 4-23-40 | 0.84 | 50.00 | |
| *W. Hal Thompson | 10-24-39 | 0.708 | 42.50 | (303 |
| " " " | 1-30-41 | 0.88 | 52.50 | |
| Bernice Vickers | 10-24-39 | 0.46 | 27.50 | (31) |
| Richard West | 10-24-39 | 0.59 | 35.00 | (32) |
| " " | 2-12-40 | 0.66 | 40.00 | |
| *J. L. Wicker | 10-27-39 | 0.75 | 45.00 | (33) |
| Chas. M. Wilson | 10-24-39 | 0.50 | 30.00 | (34) |
| " " " | 4-6-40 | 0.63 | 37.50 | |

(*Indicates employees at Station WFAA. Others listed are employed at place of business of The Dallas Morning News.)

Dated this 14th day of March, 1941

ATTORNEYS FOR DEFENDANT
A. H. BELO CORPORATION
Locke, Locke, Dyer & Purnell

Adair Dyer
Maurice E. Purnell

ATTORNEYS FOR PLAINTIFF
PHILIP B. FLEMING, ADMINISTRATOR
OF WAGE AND HOUR DIVISION, UNITED
STATES DEPARTMENT OF LABOR

Gerald D. Reilly

Gerard D. Reilly, Solicitor

Irving J. Levy

Irving J. Levy, Assistant Solicitor

Llewellyn B. Duke

Llewellyn B. Duke, Regional Attorney

George B. Searls

George B. Searls, Senior Attorney

Robert W. Richards

Robert W. Richards, Associate Attorney

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NOTICE OF APPEAL Filed March 4, 1941.

Notice is hereby given that Philip B. Fleming, Administrator of the Wage and Hour Division of the United States Department of Labor, plaintiff above named, hereby appeals to the United States Circuit Court of Appeals for the Fifth District from the final judgment dated February 4, 1941, and entered in this action on the 19th day of February, 1941.

Gerard D. Reilly

Gerard D. Reilly, Solicitor

Irving J. Levy

Irving J. Levy, Assistant Solicitor

Llewellyn B. Duke

Llewellyn B. Duke, Regional Attorney

George B. Searls

George B. Searls, Senior Attorney

Robert W. Richards

Robert W. Richards, Associate Attorney
United States Department of Labor

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## DESIGNATION OF RECORD AND PROCEEDINGS TO BE CONTAINED IN THE RECORD ON APPEAL.

Filed March 18, 1941.

To: The Clerk of the Above Named Court:

In accordance with Rule 75(a) of the Federal Rules of Civil Procedure, you are hereby requested to make a transcript of record to be filed in the United States Circuit Court of Appeals for the Fifth Circuit, pursuant to the notice of appeal filed in the above entitled cause, and to include in such transcript of record the following, which constitute the complete record and all the proceedings and evidence in this action:

1. Plaintiff's complaint and summons therein.
2. Defendant's answer.
3. The following pages of the transcript of the proceedings and testimony before Judge Atwell, at Dallas, Texas, on February 3 and 4, 1941: page 1 to and including line 20 of page 6; page 30 to and including line 5, page 213; page 214 to and including page 221 (Court's Oral Opinion, and Findings of Fact, and Conclusions of Law). Two copies of these

portions of the stenographic transcript are filed herewith.

4. The exhibits marked "Plaintiff's Exhibits Nos. 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, and 25.

5. The exhibits marked "Defendant's Exhibits Nos. 2, 3, and 4.

6. A copy of the final judgment entered herein.

7. A copy of the court's oral remarks on February 19, 1941, upon signing and entering the formal judgment herein.

8. The stipulation entered by the parties hereto, dated the 14th day of March, 1941, relating to exhibits marked "Plaintiff's Exhibits Nos. 14, 15, 20, 21, 22, and 23", and, "Defendant's Exhibits No. 1, same being filed on the 14th day of March, 1941.

9. The stipulation entered by the parties hereto dated the 14th day of March, 1941, relating to the exhibits marked "Plaintiff's Exhibits Nos. 6, 7, and 8, same being filed on the 14th day of March, 1941.

10. Notice of appeal with date of filing

11. The designation of record and proceedings to be contained in the record on appeal.

12. Acknowledgment of service of designation of record.

Said transcript is to be prepared as required by law and the rules of this Court and the Federal Rules of Procedure, and is to be filed in the office of the Clerk

of the United States Circuit Court of Appeals for the Fifth Circuit, at New Orleans, Louisiana, on or before the 14th day of April, 1941.

Gerard D. Reilly

Gerard D. Reilly, Solicitor

Irving J. Levy

Irving J. Levy, Assistant Solicitor

Llewellyn B. Duke

Llewellyn B. Duke, Regional Attorney

George B. Searls

George B. Searls, Senior A[illegible]ney

Robert W. Richards

Robert W. Richards, Associate Attorney

Post Office Address
Wage and Hour Division
U. S. Dept. of Labor
824 Santa Fe Bldg.
Dallas, Texas

or

Wage and Hour Division
U. S. Department of Labor
Washington, D. C.

## ACKNOWLEDGMENT OF SERVICE OF DESIGNATION OF RECORD.

Filed March 18, 1941.

This acknowledges that a copy of the Designation of Record on Appeal was served upon Locke, Locke, Dyer, and Purnell, attorneys of record for the above named defendant, on this the 17th day of March, 1941.

Locke, Locke, Dyer & Purnell

Adair Dyer
Maurice E. Purnell

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## Designation by Appellee of Additional Portions of Record and Proceedings to be Contained in the Record on Appeal.

Filed March 22, 1941.

Appellee, A. H. Belo Corporation, has been served with a designation filed by appellant of the portions of the record, proceedings and evidence to be contained in the record on appeal. Such designation omits certain pages and portions of pages of the transcript of the proceedings and testimony before Judge Atwell at Dallas, Texas on February 3 and 4, 1941. Appellee desires that some of such omitted portions of such transcript be included and contained in the record on appeal. Accordingly appellee designates for inclusion in the record on appeal portions omitted by the designation of appellant of the transcript of the proceedings and testimony before Judge Atwell at Dallas, Texas, on February 3 and 4, 1941, to-wit: page 7, beginning at line 13 (beginning of the testimony of M. M. Donosky), to and including page 29; page 213, beginning at line 6 and including the rest of the page.

Locke, Locke, Dyer & Purnell
Adair Dyer
Maurice E. Purnell
Attorneys for Appellee,
A. H. Belo Corporation.

Appellant, Philip B. Fleming, Administrator of the Wage and Hour Division, United States Department of Labor, by his undersigned attorneys, hereby acknowledges service and receipt of a copy of the foregoing designation of additional portions of the record, proceedings and evidence to be contained in the record on appeal, this 21st day of March, 1941.

Llewellyn B. Duke
Regional Attorney

By Robert W. Richards
Associate Attorney

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## STATEMENT OF POINTS TO BE RELIED UPON ON APPEAL

Filed March 22, 1941.

Plaintiff-appellant, Philip B. Fleming, having filed with the District Court a designation of the portions of the record to be contained in the record on appeal, states the points on which he intends to rely on appeal as required by Rule 75(d) of the Federal Rules of Civil Procedure, as follows:

1. The court erred in dismissing the action.

2. The court erred in ruling that the Government, or the plaintiff, or his representatives, should have disclosed the identity of any complaining employee.

3. The court erred in ruling that Section 7 of the Fair Labor Standards Act of 1938 "merely pretends to be and is a statute against less than a minimum wage."

4. The court erred in ruling that the defendant's method of compensating its employees complied with the requirements of Section 7 of the Fair Labor Standards Act of 1938.

5. The court erred in making its finding of fact numbered 1: "That there has been no violation of the wage and hour statute by the A. H. Belo Corporation."

6. The court erred in making its finding of fact numbered 2: "That all of its employees have been paid in excess of the requirements of the wage and hour act."

7. The court erred in making its finding of fact numbered 3: "That the regular wage upon which overtime or time and a half has been figured in each instance is the regular wage that the employee and employer had contracted for, and that such regular wage is in excess of the legal minimum wage."

8. The court erred in failing to find and rule that the defendant in its employment of many of its employees for hours longer than the maximum number of hours specified in Section 7 of the Fair Labor Standards Act of 1938 had violated Sections 7 and 15(a)(2) of said Act in that it failed to compensate such employees for their employment in excess of the hours specified in Section 7 at a rate not less than one and one-half times the regular rates at which they were employed.

9. The court erred in failing to find and rule that as to those employees with whom the defendant purported to enter into agreements setting out what the defendant therein termed "basic rates of pay" and guaranteeing a weekly pay of not less than a sum stated, the regular rates at which they were employed were respectively the amounts they were paid as weekly wages or salaries.

10. The court erred in failing to find and rule that, as to those employees with whom the defendant purported to enter into agreements setting out what the defendant therein termed "basic rates of pay" and guaranteeing a weekly pay of not less than a sum stated, the lawful rate of compensation for hours in excess of the number specified in Section 7 of the Fair Labor Standards Act of 1938 should be not less than the rate obtained by dividing the amount of the weekly wages at which the employee was employed during a given workweek by the number of hours worked by him that week,

and then multiplying the figure so obtained by one and one-half.

11. The court erred in failing to find and rule that the so-called "basic rates" referred to in Points 9 and 10 were fictitious and were not the rates at which the employees were employed.

12. The court erred in failing to find and rule that many of the defendant's employees had been employed in violation of Section 7 of the Fair Labor Standards Act of 1938 in the production of goods which the defendant transported, offered for transportation, shipped, delivered, or sold in interstate commerce, and that by so transporting, offering for transportation, shipping, delivering, and selling such goods in interstate commerce the defendant violated Section 15(a)(1) of said Act.

13. The court erred in failing to find and rule that the defendant in its employment of many of its employees under union contracts for hours in excess of the hours specified in Section 7 of the Fair Labor Standards Act of 1938 had violated Sections 7 and 15(a)(2) of said Act by failing to compensate such employees for their employment in excess of the hours specified in said Section 7 at rates not less than one and one-half times the regular rates at which they were employed.

14. The court erred in failing to find and rule on all the evidence that the defendant had violated Sections 7, 15(a)(1), and 15(a)(2) of the Fair Labor Standards Act of 1938.

15. The court erred in overruling plaintiff's prayer for the issuance of an injunction.

16. The court erred in failing to find and rule that the plaintiff had shown cause for the issuance of an injunction against the defendant restraining it from

violating Sections 15(a)(1) and 15(a)(2) of the Fair Labor Standards Act of 1938.

17. The court erred in failing to order the issuance of an injunction as prayed for by the plaintiff.

Gerald D. Reilly
Gerard D. Reilly
Solicitor

Irving J. Levy
Irving J. Levy
Assistant Solicitor

Llewellyn B. Duke

Llewellyn B. Duke
Regional Attorney

George B. Searls

George B. Searls
Senior Attorney

Robert W. Richards

Robert W. Richards
Associate Attorney

United States Department of Labor
Attorneys for Philip B. Fleming, Administrator of the Wage and Hour Division

Service of a copy of the foregoing acknowledged this March 17, 1941.

Locke, Locke, Dyer & Purnell

Adair Dyer
Maurice E. Purnell
Attys. for A. H. Belo Corporation

## Supplemental Designation of Record and Proceedings to be Contained in the Record on Appeal

Filed March 24, 1941.

To: The Clerk of the Above Named Court:

In addition to the portions of the record, proceedings and evidence designated for inclusion in the record on appeal heretofore filed on the 18th day of March, 1941, by the above plaintiff-appellant, Philip B. Fleming, it is further requested that the following be included in the record to be filed in the United States Circuit Court of Appeals for the Fifth Circuit:

(1) The Statement of Points to be Relied upon on Appeal filed on the 22nd day of March, 1941.

(2) The Supplemental Designation of Record and Proceedings to be Contained in the Record on Appeal.

(3) Acknowledgment of Service of Copy of Supplemental Designation of Record.

Gerard D. Reilly

Gerard D. Reilly
Solicitor

Irving J. Levy

Irving J. Levy
Assistant Solicitor

Llewellyn B. Duke

Llewellyn B. Duke
Regional Attorney

George B. Searls

George B. Searls
Senior Attorney

Robert W. Richards

Robert W. Richards
Associate Attorney
Attorneys for Plaintiff-Appellant
Philip B. Fleming

Receipt of Service of Copy
of foregoing acknowledged
March 24, 1941.

Locke, Locke, Dyer & Purnell

Adair Dyer
Maurice E. Purnell
Attorneys for A. H. Belo Corp.

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## CLERK'S CERTIFICATE

I, Geo. W. Parker, Clerk of the United States District Court for the Northern District of Texas, do hereby certify that the foregoing is a true and correct transcript of the record, and all proceedings in Cause No. 308-Civil, Wherein, Philip B. Fleming, Administrator of the Wage and Hour Division, United States Department of Labor, is Plaintiff, and A. H. Belo Corporation, is Defendant, as fully as the same now remain on file and of record in my office at Dallas, Texas.

WITNESS my hand officially and the seal of said Court at Dallas, Texas, this the 25th day of March. A. D. 1941.

Geo. W. Parker, Clerk

U. S. District Court, Northern District of Texas, at Dallas.

By— Mary Conger
Deputy.

(SEAL)

That thereafter the following proceedings were had in said cause in the United States Circuit Court of Appeals for the Fifth Circuit, viz:

*Argument and submission*

Extract from the Minutes of May 28th, 1941

No. 9867

PHILIP B. FLEMING, ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR

*vs.*

A. H. BELO CORPORATION

On this day this cause was called, and, after argument by Irving J. Levy, Esq., Assistant Solicitor, United States Department of Labor, for appellant; and Maurice E. Purnell, Esq., for appellee, was submitted to the Court.

In the United States Circuit Court of Appeals for the Fifth Circuit

No. 9867

PHILIP B. FLEMING, ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, APPELLANT

*vs.*

A. H. BELO CORPORATION, APPELLEE

Appeal From the District Court of the United States for the Northern District of Texas

(June 27, 1941)

Before FOSTER, SIBLEY, and HUTCHESON, Circuit Judges

HUTCHESON, Circuit Judge: Alleging that defendant was subject to the Fair Labor Standards Act of 1938, U. S. C. Title 29, Sec. 201, et sec., appellant brought this suit to enjoin it from violating the provisions of Sections 15 (a)–1 and (a)–2, of the act. The claim was that in violation of Section 7 (a),[1] it had employed certain of its employees for work weeks longer than 42 hours, and

[1] SEC. 7. (a) "No employer shall, except as otherwise provided in this section, employ any of his employees who is engaged in commerce or in the production of goods for commerce—

"(1) for a workweek longer than forty-four hours during the first year from the effective date of this section,

"(2) for a workweek longer than forty-two hours during the second year from such date, or

"(3) for a workweek longer than forty hours after the expiration of the second year from such date, unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed."

had failed to compensate them, for overtime, at rates not less than one and one-half times the regular rates, at which they were employed. The defenses were: a denial that defendant was subject to the act; a general denial; and an affirmative claim that in order to conform with the act while continuing the pay its employees a fixed weekly salary, as it had been doing before the effective date of the act, defendant, by agreement with them, had provided for a basic rate of pay; for payment of overtime work performed in each week at a rate not less than one and one-half times such basic rate of pay; and for a guarantee that the aggregate pay each week for regular work and overtime work performed would amount to not less than a certain, definite fixed sum.[2] A great deal of testimony was taken, some on the jurisdictional point, but most of it on the merits.

On the jurisdictional point, the testimony was sufficient to support the finding that defendant, as to the employees in question, was subject to the act. On the merits, it all came down to this, that the defendant had made with each of its employees, an actual bona fide contract of employment, stipulating a basic hourly rate of pay, providing for payment for overtime work performed, at a rate of not less than one and one-half times such basic rate of pay, with a guarantee that the aggregate pay for regular and overtime work performed would amount each week to not less than a certain, definite sum fixed in the employment contract; that instead, for the purpose "of overtime payment, of taking as the regular rate at which he is employed," the rate contended for by plaintiff, a rate arrived at by dividing the weekly salaries of each employee, by the total number of hours worked each week, the defendant took as to each employee, the regular hourly rate stipulated in his contract of employment; that this rate in all cases, was above and in most, far above, the minimum rate required by the statute; and that on the basis of this rate, defendant had each week paid at least, in some weeks more, and in other weeks much more, than time and a half for overtime.

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[2] As set out in its answer, this was its defense. "At and prior to the effective date of the Fair Labor Standards Act of 1938, defendant was paying its employees on a weekly salary basis. With the possible exception of a few office boys, it was paying each of such employees as much or more than the minimum wages prescribed by said Act. Defendant considered it to the best interests of itself and its employees to continue paying on such basis insofar as it could do so in conformity with said Act. Defendant gave due consideration to said Act with the purpose of conforming fully to its requirements irrespective of the question of its constitutionality and of its applicability to defendant or to its employees. With this end in view, defendant established a basic rate of pay for each of its employees with provision for payment for overtime work performed at a rate of not less than one and one half times such basic rate of pay and with a guarantee that aggregate pay each week for regular work and for overtime work performed would amount to not less than a certain definite fixed sum. This arrangement was consummated by contract between defendant and each of its employees; it has been adhered to since the effective date of said Act; it is satisfactory to defendant * * * and insofar as defendant knows * * * it is satisfactory to each and all of defendant's employees."

The district judge of the opinion[3] that nothing in the statute was intended to or did prevent defendant and its employees from contracting with each other as to the regular rate at which each employee was to be employed so long as this rate was not below the minimum fixed by statute, and the employee was paid at least one and a half times that regular rate for overtime hours worked each week; that the law and the facts were with defendant and against plaintiff; and that the action had failed for want of equity; entered a judgment dismissing it.

Plaintiff is here urging upon us that its Interpretative Bulletin, No. 4, Maximum Hours and Overtime Compensation on Salaried Employees,[4] and the opinion of its general counsel,[5] set out therein, must be accepted as a proper interpretation of the meaning and application to the facts of this case, of the statutory provi-

[3] Fleming v. Below, 36 Fed. Supp. 907.

[4] "If the employee is on a weekly salary basis, his regular hourly rate of pay, on which time and a half must be paid, is computed by dividing the salary by the regular number of hours worked or if no regular number of hours is worked, by the total number of hours worked each week. If the employee works a regular number of hours, the regular hourly rate of pay will be a fixed rate, remaining unchanged from week to week. But if the employee works a fluctuating and not a regular number of hours, his regular hourly rate of pay will be the average hourly rate for the week and will vary from week to week."

[5] Sec. 18. "Section 7 of the Act requires that overtime must be paid at the rate of time and one-half the 'regular rate' of pay at which the employee is employed. Time and a half must, therefore, be paid upon the rate at which the employee is actually employed and paid and not upon a fictitious rate which the employer adopts solely for bookkeeping purposes. An examination of the methods suggested by employers as a means of continuing to work overtime hours without any increased wage bill will demonstrate the illegality of adopting a bookkeeping rate for purposes of the Wage and Hour Law and a different rate for any other purpose. Resorting to these methods will constitute a violation of Section 7 and will subject the employer to the penalties prescribed in the Act.

"1. Salaried Employees.—19. It is clear that an employer will violate the Act if he simply pays no attention to its requirements next October 24 but continues to work his employees the same number of hours (in excess of 42) they now work for the same salary they now receive. In our opinion an employer who will continue to work his employees in excess of 42 hours after October 24 for the same salary they now receive but who takes the trouble to manipulate the rates of pay in order to adopt a rate upon which he may calculate the time and a half, without incurring any additional labor cost, stands in no better position than the employer who simply and frankly disregards the overtime requirements of the Act.

20. "Employers have proposed two principal methods of avoiding overtime payment to salaried employees. The employer, by one plan, will announce that henceforth the employee is employed either at the rate of 30 cents an hour or at an hourly rate in excess of the minimum. But each week the employer will pay the employee a 'bonus' to make up the fixed salary. Obviously, the employee will not actually be paid at the rate adopted by the employer for overtime calculation. His regular rate of pay for overtime purposes must be based on the total weekly earnings including the bonus.

21. "The employer eliminates the 'bonus' feature in the second method. If the employee works an irregular number of hours the employer proposes to adopt a different rate each week upon which to compute overtime. Each week the employee's earnings, on the basis of the adopted rate for 42 hours and time and a half such rate for the excess hours, will equal or approximately equal the fixed salary. Thus, for example, if an employee, during the course of a month, works 43, 46, 52, and 48 hours, respectively, the employer, to continue paying him $21 weekly, will adopt 48 cents, 44 cents, 37 cents, and 41 cents as the respective rates of pay. Obviously, these rates are pure bookkeeping figures and the regular rate of pay on which overtime must be paid will be determined by dividing the $21 weekly salary by the hours worked each week.

22. "If the employee works a regular number of hours, the employer proposes to adopt a rate, which for 42 hours and at time and a half such rate for the hours in excess of 42, will yield the present earnings. The fact that the computations on the adopted rate will produce a figure equal to the employee's present total compensation cannot obscure the real situation. This employer will be in no better position than the employer who proposes to adopt the minimum wage as the overtime rate with a 'bonus' scheme, or to juggle the rates from week to week. This employer seeks to adopt one rate for overtime purposes, but will expressly or impliedly guarantee his employees another—based upon the weekly salary. The regular rate of pay on which overtime must be based will be determined by dividing the weekly salary by the regular number of hours worked."

sion that overtime must be compensated "at a rate not less than one and one-half times the regular rate at which he is employed," and insisting that the findings and judgment of the trial court do violence to the statute, and may not stand.

Equity Rule 52 provides that "findings of fact shall not be set aside unless clearly erroneous, and due regard shall be given the opportunity of the trial court to judge of the credibility of the witnesses." Upon a full disclosure, and upon a record, which not only does not show them to be clearly erroneous but lends the support of undisputed testimony to the findings, the district judge found that the contracts between employer and employee were actual bona fide contracts of employment; that they were intended to, and did, really fix the regular rates at which each employee was employed; and that as made and carried out, they compensated the employees at a regular rate considerably in excess of the minimum fixed by the statute, and for overtime at a rate not less than one and one-half times that regular rate. While, then, the meaning of the statute must be drawn as a conclusion of law from its language as a whole, the question of its application to the facts in this case must be examined by us from the standpoint of those findings, and not from the standpoint of appellant's assumptions, that the arrangements, made between employer and employee, were not real contracts for employment, but were fictitious and unreal, a mere sham and pretense behind which appellee masked, to stalk and defeat the statute and its purpose.

Examined in the light of the district judge's findings, we think it may not be doubted that the district judge was right in his conclusion that what appellee and its employees did was not a violation but a carrying out both of the letter and the purpose of the statute, as that purpose is expressed in the language it employs.

Appellant recognizes that the payments made to the employees are not, as absolutes, in question here, as substandard wages; that if appellee had changed the form of its employment contracts to conform to appellant's view, it could have paid its employees considerably less than it did, and still have been within the law; that the minimum wage provisions of the act are not involved; and that appellee's labor policies are not in issue. It has brought this case, and has stood throughout, upon the bold proposition,*

* As stated in the brief, "the regular rate of pay as used in Sec. 7 means the employee's fixed weekly wage translated into its hourly equivalent, that is, the total fixed weekly compensation which the employee is actually paid, divided by the total number of hours actually worked by the employee during the work week, the term 'regular rate' is used in contradistinction to overtime rate.

"The regular rate is primarily the employee's rate of actual earnings, the money he actually received in relation to the amount of time he actually works. In a case such as the one at bar, where the employee is paid a fixed weekly salary without regard to the number of hours he works each week, the regular rate for each work-week is the hourly equivalent of the fixed weekly salary . . . On the facts of this case it cannot be said that the fixed weekly salary included overtime compensation because as a matter of fact the full salary was earned by the employee when no overtime was worked."

that where weekly salaries are paid, no matter how large the salary or how it was arrived at or agreed to, the "regular rate" referred to in the statute must always, and can only, be determined by dividing the weekly compensation by the total number of hours the employee actually works during each workweek, and employer and employee cannot contract otherwise.

Appellant does not support this position by pointing to words in the act which purport to prohibit agreements, as here, between employer and employee fixing "the regular rate at which he is employed," and agreeing to pay, for overtime, at a rate more than one and one-half times the regular rate fixed by the agreement. Nor does he support it, by pointing to provisions in the act, in any wise limiting the amount of overtime that may be worked and paid for. Of course, he cannot do this since the act contains absolutely none, and in his Interpretative Bulletin No. 4, he has declared: "It is clear that there is no absolute limitation upon the number of hours that an employee may work. If he is paid time and one-half for overtime, he may work as many hours a week as he and his employer see fit." His only support for his position that the act has this effect, is the claim that the general purpose of the act as expressed in Section 2, shows that it was designed and drawn to penalize and limit overtime. His only attack upon the agreement is, that thereby defendant has been enabled to continue to pay, without increasing it, the same compensation he paid before the act. His insistence is that the act must be construed and applied as he contends for, and defendant must be required to pay more than it agreed to pay and its employees agreed to receive, because the pay which by the agreement was fixed to cover both regular and overtime, must, under that construction, be considered as covering only regular time, and for the overtime worked, there must be additional compensation.

We cannot agree with appellant that the statutory words under consideration, "regular rate at which he is employed," are at all ambiguous, or that for their construction they require resort to the declaration of policy and the legislative history of the act. We think it clear that their meaning is plain and simple and their application equally so. In cases where there is no express agreement as to the regular rate at which the employee is employed, but only an agreement for a weekly wage, appellant's method of arriving at the regular rate by assuming that the wage stipulated for is not intended to cover overtime worked, would, we think, be unexceptionable. But in cases where, as here, the contract of employment fixes the regular rate, that method will not do, for here within the very words of the statute, "the regular rate at which he is employed," is fixed as to each employee in his contract of employment.

But, if we could agree with appellant, that the words of the act are ambiguous and that for its construction, resort to the purpose clause and the legislative history of the act is necessary or proper, we can find nothing in either to support appellant's view. Section 2 deals with doing away with a substandard, and the establishment and maintenance of a minimum standard, of living. It says nothing about spreading the work or reducing hours of working. Section 3 declares it to be the policy of the act, through the exercise by Congress of its power to regulate commerce, "to correct, and as rapidly as possible, to eliminate substandard conditions of employment, without substantially curtailing employment or earning power." Section 5 provides for industry committees whose business shall be to make the recommendations provided for in Section 8. Section 6 provides for minimum hourly wages. Section 7, the section in question, does not at all fix maximum hours, it merely provides what shall be the maximum weekly hours, during which an employee may work at the regular rate at which he is employed, and that, except where as the result of collective bargaining, employer and employee otherwise agree, for every hour over, that he works, he shall be compensated at a rate, not less than one and one-half times the regular rate. Section 8, the section which implements the policy section of the act, provides in Sec. (a), "with a view to carrying out the policy of this act by reaching as rapidly as is economically feasible, without substantially curtailing employment, the objective of a universal wage of 40 cents an hour in each industry engaged in commerce or in the production of goods for commerce * * * the Administrator shall from time to time convene the industry committee for each industry * * * and it shall from time to time recommend the minimum rate of wages to be paid under Section 6."

If then, we are, as appellant contends, to find the meaning of the act, its prohibitions and commands, not in the language of its implementing clauses, which the Congress has chosen to express that meaning, but in the general purpose, thought to animate it, the title of the act, "Fair Labor Standards Act," the complete absence from the act of any prohibition against or limitation upon working extra hours, any prohibition against or limitation upon the making of agreements by employers with their employees, the expressions in Section 2, and particularly the provisions of Section 8, would compel us to conclude, that the purpose of the act is to establish and gradually raise minimum wages, that the overtime provisions in it are inserted not at all to discourage or limit overtime work but as a part of the scheme to raise substandard wages by providing a definite pay for overtime work when such work is required; and that nothing in it purports to or does at all impair the right of employer and employee to contract as they have done here.

When we turn to the legislative history of the act, appellant stands no better. For, there is no reference in the whole legislative history to prohibiting agreements between employer and employee, as here, for all inclusive and regular weekly salaries, none whatever to the effect that it was intended that persons already paying more than the minimum wage the act provided should be compelled to pay still more. The legislative history of the act, while showing as the legislative history of all new and controversial acts does some individual differences of opinion, adds up to showing, as to the overtime provisions, only what the act shows, that in broad outline the Congress intended that for overtime work, time and one-half the regular rate of pay at which each was employed, should be paid each employee. How that regular rate should be arrived at, when it was fixed above the minimum, was not, for all that appears in the briefs of the parties, and we have not otherwise had access to the debates or committee reports, dealt with in the debates on the bill, either in the original passage of it, or in amendments offered to it, except to say that wages above the minimum must be left to bargaining between employee and employer.[7] When all is said and done, appellant comes in his argument to this point; that the law should be construed as he contends for, because in the opinion of the administrator, the law would better serve its purpose if it were drawn that way. Appellant overlooks the fact that a legislative act in the United States is not as in some countries, a mere general outline by a party or group in power, of the purposes it wishes to accomplish, to be expanded implemented and given effect by its administrators, in accordance with the general purposes of its proponents. A fundamental fact in American political life, has always been that in the struggle here for laws as means, to make law as liberator effective, there have always been differing opinions as to the wisdom, propriety and scope of proposed new and controversial laws, and that laws as finally enacted here, are usually the result of a compromise or at least of an adjustment of these conflicting views.

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[7] For instance, Senator Black, Congressional Record, Vol. 81, p. 7808, July 29, 1937:
"The Committee was of the opinion that it was not wise for the Federal Government to attempt to fix wages in this country above the minimum. The Committee was of the opinion that that should be left to bargaining between the employees and the employers, and that the jurisdiction should be left at that point—simply to provide a minimum wage."
And Senator Borah, Vol. 83, p. 9175, June 14, 1938:
"We are not dealing here with anything except minimum wages, and those in my opinion are fixed upon one genuine principle and that is the amount of wages necessary to maintain a family and build up and to maintain the citizenship of the country. That is all we are dealing with."

* * * * *

"Congress has no authority to deal with other wages. All wage earners have a constitutional right to bargain for whatever wage they choose. The Federal Government only has authority to deal with minimum wages because minimum wages and hours of employment relate to the health and general welfare of the citizens and it legislates in this field solely because it can be justified on humanitarian grounds. Both federal and state constitutions forbid the fixing of any wage by law other than the minimum."

Because this is and always has been so, it can be usually said of our laws, that the general, not the partial or partisan will, speaks in them. It is because this is so, that canons of statutory interpretation and construction require that statutes must be construed and give effect, in accordance with the language chosen for the expression, of this compromise and adjustment of views, and not in accordance with purposes or views, of either the proponents or the opponents of the legislation, which have not been given expression in the statute.

The issue presented here by the claim of the appellant that though the statute does not say so, it must be construed to give full effect to the purpose of placing him as administrator of the act in a tutelary position, the employer and employee in a state of tutelage to him, so that they no longer have a right to fix their wages by agreement, but must fix them according to the legalistic interpretative formulas of the administrator's general counsel, brings this into sharpest focus. It may be admitted that there is a section of opinion in this country and in the Congress, sufficiently collectivistic to prefer the tutelary system for which the administrator contends, and that if they had had sufficient voting power, they would have so provided in the law. It must be conceded, however, on the other hand, that there is another section of opinion both in the nation and in the Congress, which is not so collectivistic and still believes in reasonable freedom of contract. It is just because of this fact legislation is compromise, that the views of the proponents and of the opponents, as to the purposes and effect of the legislative act, are never regarded as of value in a construction of it, and that it is settled law that statutes must be construed in accordance with the intent of the legislature as expressed in the language of the act as a whole. Its meaning may not be sought by the courts in the vague penumbrae of the wishes and desires of its proponents or its opponents as these are expressed in debates. Particularly, may it not be sought in the purely legal interpretation by the administrator's legal staff, for if this were so, the administrator would find himself, not only in the powerful position he properly stands in, of administrator for the Congress of one of its laws, and plaintiff bringing suit in the name and power of the United States to enforce the law, but, by issuing a binding interpretation of it before he brings his suit, in the position of a judge in his own cause who has written his decision before hand.

For us to agree that such interpretations are binding on us would require us to entertain the view, the contrary of that uniformly taken both by Congress and the courts, that law as well as fact, should be and has been delegated to the administrator.

The authorities appellant cites[8] in support of his view that the administrator's interpretation should be followed here, do not, we think, at all support him. In the Trucking Company case, the majority clearly states the applicable rule, "There is of course, no more persuasive evidence of the purpose of a statute than the words by which the legislature undertook to give expression to its wishes. Often these words are sufficient in and of themselves, to determine the purpose of the legislation. When that meaning has led to absurd or futile results, however, this court has looked beyond the words to the purpose of the act. Frequently, however, even when the plain meaning did not produce absurd results but merely an unreasonable one 'plainly at variance with the policy of the legislation as a whole' this court has followed that purpose, rather than the literal words * * * The interpretation of the meaning of statutes, as applied to justiciable controversies, is exclusively a judicial function. This duty requires one body of public servants, the judges, to construe the meaning of what another body, the legislators, has said. The interpretation given weight there was the settled practice of the I. C. C., as to its jurisdiction under the Motor Carrier Act, both before and after the enactment of the Wage and Hour Act. It was not, as here, the purely legal opinion of the administrator's counsel nor was it an interpretation which would abrogate the right of contract, to substitute an arbitrary, for a conventional method of arriving at the regular rate at which each employee is employed.

It is true, that as quoted in appellant's brief, the opinion did say at page 549, that "contemporaneous construction of a statute by the men charged with the responsibility of setting its machinery in motion, of making the parties work efficiently and smoothly while they were yet untried and new," was entitled to great weight. But this was a quotation from the opinion of the Supreme Court in Norwegian Nitrogen Company v. U. S., 288 U. S. 294 at 315, a reference to that case and the authorities it cites, makes it entirely clear that the court was not intending at all to depart from the established rule; that where a statute is ambiguous or uncertain, the practical interpretation by the Executive Department charged with its administration, is entitled to the highest respect and if acted upon for a number of years, will not be disturbed except for very cogent reasons. U. S. v. Moore, 95 U. S. 760; Logan v. Davis, 233 U. S. 627; Brewster v. Gage, 280 U. S. 326; Fawcus Machine Co. v. U. S., 282 U. S. 378; I. C. C. v. New York, N. H. & S. RR. Co., 287 U. S. at 190. It was certainly not intended thereby to announce the new and heretical doctrine put forward

[8] United States v. American Trucking Co., 310 U. S. 534; United States v. Darby, 312 U. S. 100.

by the administrator, that the newer the statute, and the more recent the legal interpretation of it by the administrator's counsel, the more binding that interpretation on the courts.'

The Darby case is not authority for, it is authority against, appellant's contention that the purpose of the act was to spread the work by discouraging and penalizing overtime work and pay. In the Darby case, the Supreme Court said of the act that the motive and purpose was "plainly to make effective the Congressional conception of public policy that interstate commerce should not be made the instrument for competition in the distribution of goods produced under substandard labor conditions," and again at page 122, "As we have said the evils aimed at by the Act are the spread of substandard labor conditions through the use of the facilities of interstate commerce for competition by the goods as produced with those produced under the prescribed or better labor conditions," and again on page 125, "Both provisions are minimum wage requirements compelling the payment of a minimum standard wage with a prescribed increased wage for overtime of 'not less than one and one-half times the regular rate' at which the worker is employed." There is nothing here about spreading the work, nothing about penalizing overtime, nothing about abrogating the right of contract, nothing about requiring an employer to further raise wages already far above the substandard struck down and the minimum standard set up in the act.

Freedom of contract, within constitutionally valid limitations, is, in the United States of America, one of the fundamental freedoms and this particularly so in regard to labor relations. When, then, it is contended as here, that a statute has cut off or limited this freedom, a litigant must point to something more than his opinion that it ought to be cut off or limited, must point to language clearly and validly so providing. There is no more authoritative principle in the field of labor law than that—subject, of course, to valid statutes designed to prohibit substandard conditions and unfair labor practices—wages, hours, and work conditions are the proper subject of contract between employer and employee and their agreements must be, and are, given full effect in the courts.'

Here it is undisputed and found by the court that, desiring to maintain and continue a system of fixed and regular weekly salaries in strict and full compliance with the Fair Labor Standards Act, employer and employees freely and voluntarily entered into agreements having that effect. These agreements fixed the regular

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' "It is Burnbook law that the relation of master and servant is contractual. 18 R. C. L. Section 1 to 7; pp. 490 to 496. "Ordinarily a special contract fixing the terms and conditions on which one party shall serve another is, in the absence of proof altering or rescinding it, conclusive." Id. Sec. 6, Contracts, Vol. 6, page 692, et seq. Collective bargaining grounds on these principles. System Federation No. 59 v. L. & A. R. R. Co., — Fed. (2d) —; and cases cited therein. Y. & M. V. R. R. v. Webb, 64 Fed. (2d) 902. Rentschler v. Mopac R. R., 95 A. L. R., 1, and note.

rate of pay at which each was employed at a figure considerably above the minimum standard wage the statute fixes; provided for weekly compensation large enough to pay at least one and one-half times that regular rate for any overtime which he might be required to work each week; and based upon experience over the years, guaranteed a weekly salary to each employee in an amount which would, in some weeks, be more, in none less than would be due them, at that rate, for the regular and the overtime hours worked in any week.

A great deal of the record and of the briefs of the parties is devoted to a showing on the part of appellee that by its system it, from the beginning, paid each employee more than he would be paid under the system which appellant wishes it to adopt, and by raises given since it has paid and is paying each still more, and, on appellant's part, that by its system it pays them less than appellant's ruling would provide.

But all of this is entirely beside the mark. Whether Congress could constitutionally fix a minimum wage and then compel employers, wishing to provide for fixed weekly salaries, to pay a wage higher than the minimum so fixed, might raise a serious constitutional question. That question is not before us, for nothing in the act purports to make this requirement of an employer. Appellant does not so contend. His contention, stripped of all irrelevancies and confusions, really comes down, under the controlling law, to a contention of fact; that the testimony of the employer and its employees that they have agreed, as they testified they did, is false; that there was no agreement; that there was mere bookkeeping to give the appearance of reality to an arrangement fictitious in fact and a fraud upon the act. But in what the fiction or the fraud consists, except that the agreement is not in accord with appellant's views as to the purpose of the act, is not made to appear. It may be that Congress could validly, and should have, written a provision into the law forbidding contracts such as those made here, but that is a question for Congress, not for the administrator or the courts. It certainly was not the question the employer and employee were confronted with when they made their agreements. That was not the question the district judge dealt with. It is not the question with which we have to deal. All the district judge was asked to and did decide was whether the parties made the agreement they claimed to have made and whether they could, in law, make such an agreement. We think it perfectly clear that the finding that they could, and did, is supported in fact and in law, and that the judgment should be affirmed.

Affirmed.

SIBLEY, Circuit Judge, Concurring.

I concur in the philosophy and the conclusions of Judge Hutcheson's opinion. I wish only to emphasize that the wage agreements before us are actual deliberate contracts intelligently made, and not mere bookkeeping or a scheme to evade the Fair Labor Standards Act. They are made mainly with the editors and reporters and those who assist them in producing a daily newspaper. The employees in the mechanical departments have union agreements not here involved. The time that editors and news gatherers must work is necessarily very variable and unpredictable. When things are quiet, a few hours a day may suffice. In times of news activity a twelve-hour day may be required. It is practically difficult to make a fair working agreement based on hours worked. The agreements here in question are similar in form and recite the requirements of the law as to minimum wages, maximum hours, and overtime pay, and conclude thus: "In order to conform our employment arrangements to the scheme of the Act your basic rate of pay will be 75 cents per hour for the maximum number of hours each week as specified by the Act, and that for time over the maximum number of hours specified you will receive for each hour of work not less than one and one-half time such basic rate above mentioned, with a guaranty on our part that you shall receive weekly for regular time and such overtime as the necessities of the business may demand a sum not less than $45.00." The proposal was accepted in writing by each such employee. The contract follows exactly what the Act requires, except for the guaranty of a minimum weekly total. That guaranty is for the protection and benefit of the employee, the needs for whose living are constant whether his weekly work is or not. It enables him to know that he will have at least the guaranteed sum to live on no matter how slack his work may prove. This helps to maintain a decent standard of living which is the main purpose of the Act. It is not forbidden by the Act. When the guaranty is made in good faith in the exercise of the right of free contract, it does not spoil the other terms of the contract and result in unintended liabilities that are inconsistent with the contract.

I am authorized to say that Judges Foster and Hutcheson concur in this additional statement.

A true copy:
Teste.

*Judgment*

Extract from the Minutes of June 27th, 1941

No. 9867

PHILIP B. FLEMING, ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR

*vs.*

A. H. BELO CORPORATION

This cause came on to be heard on the transcript of the record from the District Court of the United States for the Northern District of Texas, and was argued by counsel;

On consideration whereof, it is now here ordered and adjudged by this Court, that the judgment of the said District Court in this cause be, and the same is hereby, affirmed.

SIBLEY, Circuit Judge, concurs.

*Clerk's Certificate*

United States of America,

United States Circuit Court of Appeals, Fifth Circuit

I, Oakley F. Dodd, Clerk of the United States Circuit Court of Appeals for the Fifth Circuit, do hereby certify that the pages numbered from 485 to 504 next preceding this certificate contain full, true, and complete copies of all the pleadings, record entries and proceedings, including the opinion of the United States Circuit Court of Appeals for the Fifth Circuit, in a certain cause in said Court, numbered 9867, wherein Philip B. Fleming, Administrator of the Wage and Hour Division, United States Department of Labor, is appellant, and A. H. Belo Corporation is appellee, as full, true, and complete as the originals of the same now remain in my office.

I further certify that the pages of the printed record numbered from 1 to 484 are identical with the printed record upon which said cause was heard and decided in the said Circuit Court of Appeals.

In testimony whereof, I hereunto subscribe my name and affix the seal of the said United States Circuit Court of Appeals, at my office in the City of New Orleans, Louisiana, in the Fifth Circuit, this 27th day of August, A. D. 1941.

OAKLEY F. DODD,
*Clerk of the United States Circuit Court of Appeals, Fifth Circuit.*

U. S. GOVERNMENT PRINTING OFFICE: 1941

## Supreme Court of the United States

*Order allowing certiorari*

**Filed October 27, 1941**

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Fifth Circuit is granted.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

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